

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

) Case No. 3:23-cv-03710-AMO
)
) [Assigned to Hon. Araceli Martinez-Olguin]
)
)
) **DECLARATION OF KEITH HERR IN**
) **SUPPORT OF MOTION OF DEFENDANT**
) **AMERICAN EXPRESS NATIONAL BANK**
) **TO COMPEL ARBITRATION AND STAY**
) **ACTION**
)
)
) Hearing:
) Date: January 25, 2024
) Time: 2:00 p.m.
) Courtroom: 10

DECLARATION OF KEITH HERR

I, Keith Herr, hereby declare as follows:

1. I am an Assistant Custodian of Records for American Express Company and its affiliates and subsidiaries, including American Express National Bank (“American Express”), a national bank with its main office in Utah. I have held this position for approximately 10 years. Except where based on my review of records and documents regularly maintained in the ordinary course of American Express’s business, all of the matters set forth below are within my personal knowledge, and, if called as a witness, I could and would competently testify thereto.

2. In connection with my duties as Assistant Custodian of Records, I have access to and have become generally familiar with the cardmember account records maintained by American Express, including account statements provided to cardmembers and the governing account agreements. The account records and exhibits referred to herein were created and kept in the ordinary course of American Express’s business and were created at or near the time of the occurrence of the matters set forth in those records and/or were created based upon information transmitted by a person with knowledge of the matters set forth in those records.

3. All American Express card accounts are governed by a written agreement (the “Cardmember Agreement”) setting forth the basic terms and conditions of the cardmember’s account. Pursuant to American Express’s standard business practices, the current Cardmember Agreement is mailed to each American Express account holder, together with the cardmember’s physical American Express card, upon the opening of the account. Monthly account statements are sent to account holders who carry a balance on their American Express account or are otherwise required to receive a monthly statement. Periodic updates to the Cardmember Agreement are included in the monthly statements. Cardmembers are also advised that they may access the most up-to-date version of their Cardmember Agreement online at www.americanexpress.com.

4. I have reviewed American Express’s records concerning the American Express Platinum Card account ending in 2000 (the “Account”), which American Express’s records reflect was opened on or about July 28, 2018, in the name of Diana Theodore (“Theodore”). According to American Express’s records, on August 10, 2018, American Express sent a replacement card and

Cardmember Agreement to Theodore via Federal Express due to non-receipt of her original card. Attached hereto as **Exhibit A** is a true and correct electronic copy of Theodore's Platinum Card Cardmember Agreement dated August 10, 2018.

5. In September 2019, American Express made several changes to the "Claims Resolution" section of Theodore's Platinum Card Cardmember Agreement. Attached hereto as **Exhibit B** is a true and correct (redacted) copy of Theodore's billing statement dated September 26, 2019, notifying Theodore of these changes.

6. In August 2020, American Express amended the "Claims Resolution" section of Theodore's Platinum Card Cardmember Agreement by changing the address for sending a claim notice. Attached hereto as **Exhibit C** is a true and correct (redacted) copy of Theodore's billing statement dated August 27, 2020, notifying Theodore of this change.

7. Attached hereto as **Exhibit D** is a true and correct (redacted) copy of Theodore's billing statement dated July 27, 2023, reflecting charges by Theodore in June and July 2023.

8. American Express maintains records of cardmembers who reject the arbitration provision in their Cardmember Agreement by sending notice to American Express. American Express's records reflect that Plaintiff did not reject the arbitration provision.

I declare under penalty of perjury under the laws of the State of California that the foregoing statements are true and correct.

Date: September 15, 2023



Keith Herr

EXHIBIT A

Cardmember Agreement: Part 1 of 2

As of: 08/10/2018

Platinum Card®**Cardmember Name:** DIANA THEODORE**Account Ending In:** [REDACTED] 2000**Fees Table****Issuer:** American Express National Bank

Fees	
Annual Membership Fee	\$550
Transaction Fees <ul style="list-style-type: none">• Foreign Transaction	None
Penalty Fees <ul style="list-style-type: none">• Late Payment• Returned Payment	Up to \$38 Up to \$38.

Your Billing Rights: See Part 2 for information on how to exercise your rights to dispute transactions.

How Rates and Fees Work

Fees	
Annual Membership	This fee is on the <i>Rates and Fees Table</i> on page 1 of Part 1. We will charge \$175 for up to 3 additional Platinum Cards, \$175 for each additional Platinum Card after the first 3, and \$0 for additional Gold Cards.
Late Payment	Up to \$38. If we do not receive the Amount Due (Minimum Payment Due if you have a Pay Over Time balance) by its Payment Due Date, the fee is \$27. If this happens again within the next 6 billing periods, the fee is \$38. However, the late fee will not exceed the Amount Due or the Minimum Payment Due, as applicable. Paying late may also result in a penalty APR. See <i>Penalty APR for new transactions</i> above.
Returned Payment	Up to \$38. If you make a payment that is returned unpaid the first time we present it to your bank, the fee is \$27. If you do this again within the same billing period or the next 6 billing periods, the fee is \$38. However, the returned payment fee will not exceed the Amount Due or, if you have a Pay Over Time balance, the Minimum Payment Due. A returned payment may also result in a penalty APR for any Pay Over Time balances you may have. See <i>Penalty APR for new transactions</i> above.
Returned Check	\$38 if you use your card to cash a check at one of our approved locations and the check is returned unpaid. We will also charge you the unpaid amount.
Account Re-opening	\$25 if your Account is cancelled, you ask us to re-open it, and we do so.
Foreign Transaction	None

How Pay Over Time Works

About Pay Over Time See <i>More About Pay Over Time</i> in Part 2 of this Agreement for important additional information about the Pay Over Time feature.	<p>We may add a feature to your Account that allows you to pay certain charges over time, with interest (<i>Pay Over Time</i>). If the Pay Over Time feature on your Account is set to Select, you may request to place eligible purchases from the current or preceding billing period in your Pay Over Time Select balance. If we approve your request, we will place the charge in your Pay Over Time Select balance. If we decline your request, you must pay the charge in full by the Payment Due Date. A charge is eligible for Pay Over Time if it equals or is more than a certain dollar amount. We will tell you this amount when you enroll, and it is subject to change. We will tell you if we change it.</p> <p>If we allow you to enroll in the Pay Over Time Direct feature, we will automatically place eligible purchases in your Pay Over Time Direct balance. You may alternate between the Select and Direct settings. You can do so by visiting us online at americanexpress.com/payovertime or by calling the number on the back of your Card.</p>
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Part 1, Part 2 and any supplements or amendments make up your Cardmember Agreement.

How Your American Express Account Works

Introduction

About your Cardmember Agreement	This document together with Part 1 make up the Cardmember Agreement (<i>Agreement</i>) for the Account identified on page 1 of Part 1. Any supplements or amendments are also part of the Agreement.	When you use the Account (or you sign or keep the card), you agree to the terms of the Agreement.
Changing the Agreement	We may change this Agreement, subject to applicable law. We may do this in response to the business, legal or competitive environment. This written Agreement is a final expression of the agreement governing the Account. The written Agreement may not be contradicted by any alleged oral agreement.	We cannot increase the interest rate on existing balances except in limited circumstances. Changes to some terms may require 45 days advance notice, and we will tell you in the notice if you have the right to reject a change. We cannot change certain terms during the first year of your Cardmembership.
Words we use in the Agreement	We, us, and our mean the issuer shown on page 1 of Part 1. You and your mean the person who applied for this Account and for whom we opened the Account. You and your also mean anyone who agrees to pay for this Account. You are the Basic Cardmember . You may request a card for an Additional Cardmember (see <i>About Additional Cardmembers</i> in Part 2).	Card means any card or other device that we issue to access your Account. A charge is any amount added to your Account, such as purchases, fees and interest charges. A purchase is a charge for goods or services. To pay by a certain date means to send your payment so that we receive it and credit it to your Account by that date (see <i>About your payments</i> in Part 2).

About using your card

Using the card	<p>You may use the card to make purchases. You may also use the card at an ATM to get cash from a checking account you designate.</p> <p>We decide whether to approve a charge based on how you spend and pay on this Account and other accounts you have with us and our affiliates. We also consider your credit history and your personal resources that we know about.</p> <p>You may arrange for certain merchants and third parties to store your card number and expiration date, so that, for example:</p> <ul style="list-style-type: none"> the merchant may charge your account at regular intervals; or you may make charges using that stored card information. 	<p>We may (but are not required to) tell these merchants and third parties if your expiration date or card number changes or if your account status is updated, including if your account is cancelled. If you do not want us to share your updated account information, please contact us using the number on the back of your card.</p> <p>Keep your card safe and don't let anyone else use it. If your card is lost or stolen or your Account is being used without your permission, contact us right away. You may not use your Account for illegal activities.</p>
Promise to pay	<p>You promise to pay all charges, including:</p> <ul style="list-style-type: none"> charges you make, even if you do not present your card or sign for the transaction, charges that other people make if you let them use your Account, and charges that Additional Cardmembers make or permit others to make. 	
Declined transactions	We may decline to authorize a charge. Reasons we may do this include suspected fraud and our assessment of your creditworthiness. This may occur even if your Account is not in default.	We are not responsible for any losses you incur if we do not authorize a charge. And we are not responsible if any merchant refuses to accept the card.
More About Pay Over Time	<p>With Pay Over Time, you have the option to pay your Account Total New Balance each month, the Minimum Payment Due or anything in between. On each statement, your Account Summary will show your Pay Over Time New Balance, which is the amount that is eligible to be paid over time (see <i>When you must pay</i> in Part 2).</p> <p>We apply a charge to the relevant Pay Over Time balance in accordance with the selection in effect at 8 p.m. Eastern Time on the transaction date provided by the merchant. The transaction date provided by the merchant may differ from the date you made the charge if, for example, there is a delay in the merchant submitting the transaction to us or if the merchant uses the shipping date as the transaction date.</p>	<p>Certain charges are not eligible for Pay Over Time, such as cash and similar transactions. We may change which charges are eligible to be placed into your Pay Over Time feature.</p> <p>We assign a Pay Over Time limit to your Account. We will not place any charge into a Pay Over Time balance if it would cause the total of your Pay Over Time balances to go over your Pay Over Time Limit. Your Pay Over Time Limit is shown on page 1 of Part 1 and on each statement. We may increase or reduce your Pay Over Time Limit. We may do so even if you pay on time and your Account is not in default. We will tell you if we change that amount. You must pay in full all charges that are not placed into a Pay Over Time balance.</p>

About your payments

When you must pay

You must pay the Amount Due no later than the Payment Due Date shown on your statement to avoid a late payment fee. If a statement includes a Pay Over Time balance, it will show a Minimum Payment Due. In this case, you must pay at least the Minimum Payment Due by the Payment Due Date. Each statement also states the time and manner by which you must make your payment for it to be credited as of the same day it is received. For your payment to be considered on time, we must receive it in such time and manner by the Payment Due Date shown on your statement.

Each statement also shows a Closing Date. The Closing Date is the last day of the billing period covered by the statement. Each Closing Date is about 30 days after the previous statement's Closing Date.

How to make payments

Make payments to us in U.S. dollars with:

- a single check drawn on a U.S. bank, or
- a single negotiable instrument clearable through the U.S. banking system, for example a money order, or
- an electronic payment that can be cleared through the U.S. banking system.

When making a payment by mail:

- make a separate payment for each account,
- mail your payment to the address shown on the payment coupon on your billing statement, and
- write your Account number on your check or negotiable instrument and include the payment coupon.

If your payment meets the above requirements, we will credit it to your Account as of the day we receive it, as long as we receive it by the time disclosed in your billing statement. If we receive it after that

time, we will credit the payment on the day after we receive it.

If your payment does not meet the above requirements, there may be a delay in crediting your Account. This may result in late fees and additional interest charges (see the *Rates and Fees Table* and *How Rates, Fees and Pay Over Time Work* in Part 1).

If we decide to accept a payment made in a foreign currency, we will choose a rate to convert your payment into U.S. dollars, unless the law requires us to use a particular rate.

If we process a late payment, a partial payment, or a payment marked with any restrictive language, that will have no effect on our rights and will not change this Agreement.

How we apply payments and credits

If a statement includes a Pay Over Time New Balance, it will show a Minimum Payment Due. The Minimum Payment Due is the Pay In Full New Balance plus the Pay Over Time Minimum Due.

If you have a Pay Over Time balance, we generally apply payments-up to the Minimum Payment Due-first to the Pay Over Time Minimum Due and then to the Pay In Full New Balance. When applying a payment to the Pay Over Time Minimum Due, we apply it first to the balance with the lowest interest rate and then to balances with higher interest rates.

After the Minimum Payment Due has been paid, we apply payments to the remaining Pay Over Time balance. When we do this, we apply payments first to the balance with the highest interest rate and then to balances with lower interest rates.

In most cases, we apply a credit to the same balance as the related charge. We may apply payments and credits within balances, and among balances with the same interest rate, in any order we choose.

About your Minimum Payment Due

How we calculate your Minimum Payment Due

The Minimum Payment Due is the Pay In Full New Balance plus any Pay Over Time Minimum Due. To calculate the Pay Over Time Minimum Due for each statement, we start with the *higher* of:

- (1) interest charged on the statement plus 1% of the Pay Over Time New Balance (excluding interest on the statement); or
- (2) \$35.

Then we round to the nearest dollar and add any Pay Over Time amount past due. Your Pay Over Time Minimum Due will not exceed your Pay Over Time New Balance. You may pay more than the Minimum Payment Due, up to your entire outstanding balance, at any time.

EXAMPLE: Assume that you have a Pay Over Time New Balance of \$3,000, interest of \$29.57, no amounts past due, and a \$400 Pay In Full New Balance.

(1) $\$29.57 + 1\% \text{ multiplied by } (\$3,000 - \$29.57) = \59.27

(2) \$35

The higher of (1) or (2) is \$59.27, which rounds to \$59.00. The Pay Over Time Minimum Due of \$59.00 plus the Pay in Full New Balance of \$400 together make up the Minimum Payment Due of \$459.00.

About interest charges on Pay Over Time balances

When we charge interest

For transactions added to a Pay Over Time balance at your request (for example, if your Pay Over Time feature is set to Select), we charge interest from the date they are added to a Pay Over Time balance until they are paid.

For transactions added automatically to a Pay Over Time balance (for example, if your Pay Over Time feature is set to Direct), we charge interest from the transaction date until they are paid. However, we will not charge interest on these transactions in a billing period if:

- your *Pay Over Time Previous Balance* for the billing period is zero; or
- you paid the *Account Total New Balance* on your statement, if any, for each of the previous two billing periods in full by the Payment Due Date shown on each of those statements.

How we calculate interest

We calculate interest for a billing period by first figuring the interest on each balance. Balances within the Pay Over Time feature -such as Select and Direct- may have different interest rates.

We use the **Average Daily Balance method (including new transactions)** to figure interest charges for each balance. The total interest charged for a billing period is the sum of the interest charged on each balance.

Interest

The interest charged for a balance in a billing period, except for variations caused by rounding, equals:

- (1) Average Daily Balance (ADB) multiplied by
- (2) Daily Periodic Rate (DPR) multiplied by
- (3) number of days the DPR was in effect.

ADB

To get the ADB for a balance, we add up its *daily balances*. Then we divide the result by the number of days the DPR for that balance was in effect. If the daily balance is negative, we treat it as zero.

DPR

A DPR is 1/365th of an APR, rounded to one ten-thousandth of a percentage point. Your DPRs are shown in *How Rates and Fees Work* in Part 1.

EXAMPLE: Calculating Interest

Assume that you have a single interest rate of 15.99%, your ADB is \$2,250 and there are 30 days in the billing period.

The **DPR** is 15.99% divided by 365 days = 0.0438%

The **Interest** is \$2,250 multiplied by 0.0438% multiplied by 30 days = \$29.57

Daily Balance

For each day a DPR is in effect, we figure the daily balance for each balance by:

- taking the *beginning balance* for the day,
- adding any new charges,
- subtracting any payments or credits; and
- making any appropriate adjustments.

We add a new charge to a daily balance as of its transaction date.

Beginning balance

For the first day of a billing period, the beginning balance is the ending balance for the prior billing period, including unpaid interest. For the rest of the billing period, the beginning balance is the previous day's daily balance *plus an amount of interest equal to the previous day's daily balance multiplied by the DPR for that balance*. This method of figuring the beginning balance results in daily compounding of interest.

When an interest rate changes, the new DPR may come into effect during-not just at the beginning of-the billing period. When this happens, we will create a new balance and apply the new DPR to it. To get the beginning balance on the first day for this new balance, we multiply the previous day's daily balance by the old DPR and add the result to that day's daily balance.

Other methods

To figure the ADB and interest charges, we may use other formulas or methods that produce equivalent results. Also, we may choose not to charge interest on certain types of charges.

Determining the Prime Rate

We use the Prime Rate from the rates section of *The Wall Street Journal*. The Prime Rate for each billing period is the Prime Rate published in *The Wall Street Journal* on the Closing Date of the billing period.

The Wall Street Journal may not publish the Prime Rate on that day. If it does not, we will use the Prime Rate from the previous day it was published. If *The Wall Street Journal* is no longer published, we may use the Prime Rate from any other newspaper of general circulation in New York, New York. Or we may choose to use a similar published rate.

If the Prime Rate increases, variable APRs (and corresponding DPRs) will increase. In that case, you may pay more interest and may have a higher Minimum Payment Due. When the Prime Rate changes, the resulting changes to variable APRs take effect as of the first day of the billing period.

Other important information

Military Lending Act

Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: the costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee (other than certain participation fees for a credit card account).

To listen to this statement, as well as a description of your payment obligation for this Account, call us at **855-531-0379**.

If you are a covered borrower, the Claims Resolution section of this Agreement will not apply to you in connection with this Account. Instead, the *Claims Resolution for Covered Borrowers* section will apply.

About Additional Cardmembers

At your request, we may issue cards to Additional Cardmembers. They do not have accounts with us but they can use your Account subject to the terms of this Agreement. We may report an Additional Cardmember's use of your Account to credit reporting agencies.

You are responsible for all use of your Account by Additional Cardmembers and anyone they allow to use your Account. You must pay for all charges they make.

You authorize us to give Additional Cardmembers information about your Account and to discuss it with them.

If you want to cancel an Additional Cardmember's right to use your Account (and cancel their card) you must tell us.

Converting charges made in a foreign currency	If you make a charge in a foreign currency, AE Exposure Management Ltd. ("AEEML") will convert it into U.S. dollars on the date we or our agents process it, so that we bill you for the charge in U.S. dollars based upon this conversion. Unless a particular rate is required by law, AEEML will choose a conversion rate that is acceptable to us for that date. The rate AEEML uses is no more than the highest official rate published by a government agency or the highest interbank rate AEEML identifies from customary banking sources on the conversion date or the prior business day. This rate may differ from rates that are in effect on the date of your charge. We will bill charges converted by establishments (such as airlines) at the rates they use.	
Changing your billing address	<p>You must notify us immediately if you change the:</p> <ul style="list-style-type: none"> • mailing address where we send billing statements; or • e-mail address to which we send notice that your billing statement is available online. 	<p>If you have more than one account, you need to notify us separately for each account.</p> <p>We may update your billing address if we receive information that it has changed or is incorrect.</p>
Closing your Account	<p>You may close your Account by calling us or writing to us.</p> <p>If an Annual Membership fee applies, we will refund this fee if you notify us that you are voluntarily closing your Account within 30 days of the Closing Date of the billing statement on which that fee appears. For cancellations after this 30 day period, the Annual Membership fee is non-refundable. If an Annual Membership fee applies to your Account, it is shown on page 1 and page 2 of Part 1 of the Cardmember Agreement.</p> <p>If your billing address is in the Commonwealth of Massachusetts at the time you close your account, this policy will not apply to you.</p>	
Cancelling or suspending your Account	<p>We may:</p> <ul style="list-style-type: none"> • cancel your Account, • suspend the ability to make charges, • cancel or suspend any feature on your Account, and • notify merchants that your Account has been cancelled or suspended. <p>If we do any of these, you must still pay us for all charges under the terms of this Agreement.</p>	<p>We may do any of these things at our discretion, even if you pay on time and your Account is not in default.</p> <p>If your Account is cancelled, you must destroy your cards.</p> <p>We may agree to reinstate your Account after a cancellation. If we do this, we may:</p> <ul style="list-style-type: none"> • reinstate any additional cards issued on your Account, • charge you any applicable annual fees, and • charge you a fee for reinstating the Account.
About default	<p>We may consider your Account to be in default if:</p> <ul style="list-style-type: none"> • you violate a provision of this Agreement, • you give us false information, • you file for bankruptcy, • you default under another agreement you have with us or an affiliate, • you become incapacitated or die, or • we believe you are unable or unwilling to pay your debts when due. 	<p>If we consider your Account in default, we may, to the extent permitted by federal and applicable state law:</p> <ul style="list-style-type: none"> • suspend your ability to make charges, • cancel or suspend any feature on your Account, • require you to pay more than your Minimum Payment Due immediately, and • require you to pay your Account balance immediately.
Collection costs	You agree to pay all reasonable costs, including attorneys' fees, that we incur to collect amounts you owe.	
Credit reports	<p>You agree that we will obtain credit reports about you, investigate your ability to pay, and obtain information about you from other sources including information to verify and re-verify your employment and income. And you agree that we will use such information for any purposes (for example, marketing to you or evaluating you for a new account), subject to applicable law.</p> <p>You agree that we will give information about the Account to credit reporting agencies. We will tell a credit reporting agency if you fail to comply with any term of this Agreement. This may have a negative impact on your credit report.</p> <p>If you believe information we have given to a credit reporting agency is incorrect, write to us at: American Express Credit Bureau Unit, P.O. Box 981537, El Paso, TX 79998-1537. When you write to us, tell us the specific information you believe is incorrect.</p>	
Sending you notices	We mail you notices through the U.S. mail, postage prepaid, and address them to you at the latest billing address on our records. Any notice that we send you this way is deemed to be given when deposited in the U.S. mail.	
We may contact you	<p>Servicing and Collections</p> <p>If we need to contact you to service your account or to collect amounts you owe, you authorize us (and our affiliates, agents and contractors, such as debt collection agencies and service providers) to contact you at any phone number or email address you provide, from which you contact us, or at which we believe we can reach you. We may contact you in any way, such as calling, texting, emailing, sending mobile application push notifications or using any other method of communication permitted by law. We may contact you using an automated dialer or prerecorded messages. We may contact you on a mobile, wireless or similar device, even if you are charged for it.</p> <p>Call monitoring</p> <p>We may monitor and record any calls between you and us.</p>	
About insurance products	<p>We or our affiliates may tell you about insurance and non-insurance products, services or features that may have a fee. One of our affiliates may act on behalf of a provider of these products. The affiliate may be compensated for this. The insurance products are not offered or sold by us or on our behalf. Our affiliates may get additional compensation when AMEX Assurance Company or another affiliate is the insurer or reinsurer. Compensation may influence what products and providers we or our affiliates tell you about.</p> <p>We may share information about you with our affiliates so they can identify products that may interest you. We may be compensated for this information.</p>	

How we handle electronic debits from your checking account	When you pay us by check, you authorize us to electronically deduct the amount from your bank or other asset account. We may process the check electronically by transmitting to your financial institution: <ul style="list-style-type: none"> • the amount, • the routing number, • the account number, and • the check serial number. 	If we do this, your payment may be deducted from your bank or other asset account on the same day we receive your check. Also, you will not receive that cancelled check with your bank or asset account billing statement. If we cannot collect the funds electronically, we may issue a draft against your bank or other asset account for the amount of the check.
ExpressPay	Cards issued on your Account may be equipped with ExpressPay. ExpressPay enables you to make charges without having the card swiped or imprinted. You can call us to deactivate ExpressPay at any time. Also, we may deactivate ExpressPay at any time.	
Privacy Act of 1974 notice	Some federal agencies may accept the card under authority of statute. When you make charges at these agencies, we collect certain charge information. That information may be put to routine uses such as processing, billing and collections. It may also be aggregated for reporting, analysis and marketing use. Other routine uses by agencies may be published in the Federal Register.	
Changing benefits	We have the right to add, modify or delete any benefit or service of your Account at our discretion.	
Assigning the Agreement	We may sell, transfer or assign this Agreement and your Account. We may do so at any time without notifying you. You may not sell, assign or transfer your Account or any of your obligations under this Agreement.	
Assigning claims	If you dispute a charge with a merchant, we may credit the Account for all or part of the disputed charge. If we do so, you assign and transfer to us all rights and claims (excluding tort claims) against the merchant.	You agree that you will not pursue any claim against the merchant for the credited amount. And you must cooperate with us if we decide to do so.
We do not waive our rights	We may choose to delay enforcing or to not exercise rights under this Agreement. If we do this, we do not waive our rights to exercise or enforce them on any other occasion.	
Governing law	Utah law and federal law govern this Agreement and your Account. They govern without regard to internal principles of conflicts of law. We are located in Utah. We hold your Account in Utah. We entered into this Agreement with you in Utah.	In addition, if your billing address is in the State of Maryland, to the extent, if any, that Maryland law applies to your account, we elect to offer your card account pursuant to Title 12, Subtitle 9 of the Maryland Commercial Law Article.
Notice to Oregon Residents	Service charges not in excess of those permitted by law will be charged on the outstanding balances from month to month. You may pay more than the minimum payment due, up to your entire outstanding balance, at any time.	
Notice for residents of Washington State	In accordance with the Revised Code of Washington Statutes, Section 63.14.167, you are not responsible for payment of interest charges that result solely from a merchant's failure to transmit to us within seven working days a credit for goods or services accepted for return or forgiven if you have notified us of the merchant's delay in posting such credit, or our failure to post such credit to your account within three working days of our receipt of the credit.	

Claims Resolution

Most customer concerns can be resolved by calling our Customer Service Department at the number listed on the back of your card. In the event Customer Service is unable to resolve a complaint to your satisfaction, this section explains how claims can be resolved through mediation, arbitration or litigation. It includes an arbitration provision. **You may reject the arbitration provision by sending us written notice within 45 days after your first card purchase. See *Your Right to Reject Arbitration* below.**

For this section, **you** and **us** includes any corporate parents, subsidiaries, affiliates or related persons or entities. **Claim** means any current or future claim, dispute or controversy relating to your Account(s), this Agreement, or any agreement or relationship you have or had with us, except for the validity, enforceability or scope of the Arbitration provision. **Claim** includes but is not limited to: (1) initial claims, counterclaims, crossclaims and third-party claims; (2) claims based upon contract, tort, fraud, statute, regulation, common law and equity; (3) claims by or against any third party using or providing any product, service or benefit in connection with any account; and (4) claims that arise from or relate to (a) any account created under any of the agreements, or any balances on any such account, (b) advertisements, promotions or statements related to any accounts, goods or services financed under any accounts or terms

of financing, (c) benefits and services related to card membership (including fee-based or free benefit programs, enrollment services and rewards programs) and (d) your application for any account. You may not sell, assign or transfer a claim.

Sending a Claim Notice

Before beginning a lawsuit, mediation or arbitration, you and we agree to send a written notice (a **claim notice**) to each party against whom a claim is asserted, in order to provide an opportunity to resolve the claim informally or through mediation. Go to americanexpress.com/claim for a sample claim notice. The claim notice must describe the claim and state the specific relief demanded. Notice to you may be provided by your billing statement or sent to your billing address. Notice to us must include your name, address and Account number and be sent to American Express ADR c/o CT Corporation System, 111 8th Ave., NY, NY 10011. If the claim proceeds to arbitration, the amount of any relief demanded in a claim notice will not be disclosed to the arbitrator until after the arbitrator rules.

Mediation

In mediation, a neutral mediator helps parties resolve a claim. The mediator does not decide the claim but helps parties reach agreement. Before beginning mediation, you or we must first send a claim notice. Within 30 days after sending or receiving a claim notice, you or we

may submit the claim to JAMS (1-800-352-5267, jamsadr.com) or the American Arbitration Association ("AAA") (1-800-778-7879, adr.org) for mediation. We will pay the fees of the mediator.

All mediation-related communications are confidential, inadmissible in court and not subject to discovery.

All applicable statutes of limitation will be tolled until termination of the mediation. Either you or we may terminate the mediation at any time.

The submission or failure to submit a claim to mediation will not affect your or our right to elect arbitration.

Arbitration

You or we may elect to resolve any claim by individual arbitration. Claims are decided by a neutral arbitrator.

If arbitration is chosen by any party, neither you nor we will have the right to litigate that claim in court or have a jury trial on that claim. Further, you and we will not have the right to participate in a representative capacity or as a member of any class pertaining to any claim subject to arbitration. Arbitration procedures are generally simpler than the rules that apply in court, and discovery is more limited. The arbitrator's decisions are as enforceable as any court order and are subject to very limited review by a court. Except as set forth below, the arbitrator's decision will

be final and binding. Other rights you or we would have in court may also not be available in arbitration.

Initiating Arbitration

Before beginning arbitration, you or we must first send a claim notice. Claims will be referred to either JAMS or AAA, as selected by the party electing arbitration. Claims will be resolved pursuant to this Arbitration provision and the selected organization's rules in effect when the claim is filed, except where those rules conflict with this Agreement. If we choose the organization, you may select the other within 30 days after receiving notice of our selection. Contact JAMS or AAA to begin an arbitration or for other information. Claims also may be referred to another arbitration organization if you and we agree in writing or to an arbitrator appointed pursuant to section 5 of the Federal Arbitration Act, 9 U.S.C. sec. 1-16 (FAA).

We will not elect arbitration for any claim you file in small claims court, so long as the claim is individual and pending only in that court. You or we may otherwise elect to arbitrate any claim at any time unless it has been filed in court and trial has begun or final judgment has been entered. Either you or we may delay enforcing or not exercise rights under this Arbitration provision, including the right to arbitrate a claim, without waiving the right to exercise or enforce those rights.

Limitations on Arbitration

If either party elects to resolve a claim by arbitration, that claim will be arbitrated on an individual basis. There will be no right or authority for any claims to be arbitrated on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of the general public, other cardmembers or other persons similarly situated.

The arbitrator's authority is limited to claims between you and us alone. Claims may not be joined or consolidated unless you and we agree in writing. An arbitration award and any judgment confirming it will apply only to the specific case and cannot be used in any other case except to enforce the award.

Notwithstanding any other provision and without waiving the right to appeal such decision, if any portion of these *Limitations on Arbitration* is deemed invalid or unenforceable, then the entire Arbitration provision (other than this sentence) will not apply.

Arbitration Procedures

This Arbitration provision is governed by the FAA. The arbitrator will apply applicable substantive law, statutes of limitations and privileges. The arbitrator will not apply any federal or state rules of civil procedure or evidence in matters relating to evidence or discovery. Subject to the *Limitations on Arbitration*, the arbitrator may otherwise award any relief available in court. The arbitration will be confidential, but you may notify any government authority of your claim.

If your claim is for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents, through a telephonic hearing, or by an in-person hearing. At any party's request, the arbitrator will provide a brief written explanation of the award. The arbitrator's award will be final and binding, except for any right of appeal provided by the FAA; however, any party will have 30 days to appeal the award by notifying the arbitration organization and all parties in writing. The organization will appoint a three-arbitrator panel to decide anew, by majority vote based on written submissions, any aspect of the decision objected to. Judgment upon any award may be entered in any court having jurisdiction. At your election, arbitration hearings will take place in the federal judicial district of your residence.

Arbitration Fees and Costs

You will be responsible for paying your share of any **arbitration fees** (including filing, administrative, hearing or other fees), but only up to the amount of the filing fees you would have incurred if you had brought a claim in court. We will be responsible for any additional arbitration fees. At your written request, we will consider in good faith making a temporary advance of your share of any arbitration fees, or paying for the reasonable fees of an expert appointed by the arbitrator for good cause.

Additional Arbitration Awards

If the arbitrator rules in your favor for an amount greater than any final offer we made before arbitration, the arbitrator's award will include:

(1) any money to which you are entitled, but in no case less than \$5,000; and (2) any reasonable attorneys' fees, costs and expert and other witness fees.

Your Right to Reject Arbitration

You may reject this Arbitration provision by sending a written **rejection notice** to us at: American Express, P.O. Box 981556, El Paso, TX 79998. Go to americanexpress.com/reject for a sample rejection notice. Your rejection notice must be mailed within 45 days after your first card purchase. Your rejection notice must state that you reject the Arbitration provision and include your name, address, Account number and personal signature. No one else may sign the rejection notice. If your rejection notice complies with these requirements, this Arbitration provision and any other arbitration provisions in the cardmember agreements for any other currently open American Express accounts you have will not apply to you, except for Corporate Card accounts and any claims subject to pending litigation or arbitration at the time you send your rejection notice. Rejection of this Arbitration provision will not affect your other rights or responsibilities under this Claims Resolution section or the Agreement. Rejecting this Arbitration provision will not affect your ability to use your card or any other benefit, product or service you may have with your Account.

Continuation

This section will survive termination of your Account, voluntary payment of your Account balance, any legal proceeding to collect a debt, any bankruptcy and any sale of your Account (in the case of a sale, its terms will apply to the buyer of your Account). If any portion of this Claims Resolution section, except as otherwise provided in the *Limitations on Arbitration* subsection, is deemed invalid or unenforceable, it will not invalidate the remaining portions of this Claims Resolution section.



Claims Resolution for Covered Borrowers

Most customer concerns can be resolved by calling our Customer Service Department at the number listed on the back of your Card. In the event Customer Service is unable to resolve a complaint to your satisfaction, this section explains how claims can be resolved through litigation, non-binding mediation or, at your election, arbitration. You are not required to resolve any claims by mediation and arbitration. For this section, **you** and **us** includes any corporate parents, subsidiaries, affiliates or related persons or entities. **Claim** means any current or future claim, dispute or controversy relating to your Card account, this Agreement, or any agreement or relationship you have or had

with us, except for the validity, enforceability or scope of the Arbitration provision. **Claim** includes but is not limited to: (1) initial claims, counterclaims, cross-claims and third-party claims; (2) claims based upon contract, tort, fraud, statute, regulation, common law and equity; (3) claims by or against any third party using or providing any product, service or benefit in connection with any account; and (4) claims that arise from or relate to (a) any account created under any of the agreements or any balances on any such account, (b) advertisements, promotions or statements related to any accounts, goods or services financed under any accounts or terms of

financing, (c) benefits and services related to Card membership (including fee-based or free benefit programs, enrollment services and rewards programs) and (d) your application for any account. You may not sell, assign or transfer a claim.

Sending a Claim Notice

Before beginning a lawsuit, arbitration or non-binding mediation, you may send a written notice (a **claim notice**) to us. Go to americanexpress.com/claim for a sample claim notice. The claim notice should describe the claim and state the specific relief demanded. We may also request that we resolve a claim by mediation or arbitration, but you are not

required to accept our request. We may include our request with your billing statement or mail it to your home address. Notice to us should include your name, address and Card account number and be sent to American Express ADR c/o CT Corporation System, 111 8th Ave., NY, NY 10011. If the claim proceeds to litigation, mediation or arbitration, the amount of any relief demanded in a claim notice will not be disclosed. **You are not required to resolve your claim through mediation or arbitration. You may decline our request to resolve a claim through mediation or arbitration. You may elect to resolve your claim through litigation.**

Mediation

If you elect to resolve your claim through mediation, a neutral mediator will help resolve the claim. The mediator does not decide the claim but helps parties reach agreement. Before beginning mediation, you or we must first send a claim notice. Within 30 days after sending or receiving a claim notice, you or we may submit the claim to JAMS (1-800-352-5267, jamsadr.com) or the American Arbitration Association ("AAA") (1-800-778-7879, adr.org) for mediation. We will pay the fees of the mediator. All mediation-related communications are confidential, inadmissible in court and not subject to discovery. All applicable statutes of limitation will be tolled until termination of the mediation. Either you or we may terminate the mediation at any time. The submission or failure to submit a claim to mediation will not affect your or our right to elect litigation or arbitration. **The outcome of mediation proceedings is non-binding. You may proceed to litigation or arbitration regardless of the outcome of mediation.**

Arbitration

You may elect, but are not required, to resolve any claim by individual arbitration. We may also request to resolve any claim by individual arbitration, but you are not required to accept our request. Claims are decided by a neutral arbitrator.

If you elect or agree to resolve a claim through arbitration, your or our right to litigate that claim in court or have a jury trial on that claim may be limited. Further, you and we may not have the right to participate in a representative capacity or as a member of any class pertaining to any claim subject to arbitration. Arbitration procedures are generally simpler than the rules that apply in court, and discovery is more limited. The arbitrator's decisions are as enforceable as any court order and are subject to very limited review by a court. Except as set forth below, the arbitrator's decision will be final and

binding. Other rights you or we would have in court may also not be available in arbitration.

Initiating Arbitration

If you and we agree to proceed to arbitration, claims will be referred to either JAMS or AAA, as selected by the party electing arbitration. Claims will be resolved pursuant to this Arbitration provision and the selected organization's rules in effect when the claim is filed, except where those rules conflict with this Agreement. If we choose the organization, you may select the other within 30 days after receiving notice of our selection.

Contact JAMS or AAA to begin an arbitration or for other information. Claims also may be referred to another arbitration organization if you and we agree in writing or to an arbitrator appointed pursuant to section 5 of the Federal Arbitration Act, 9 U.S.C. sec. 1-16 (**FAA**). We will not request arbitration for any claim you file in small claims court, so long as the claim is individual and pending only in that court. You may otherwise elect to arbitrate any claim at any time unless it has been filed in court and trial has begun or final judgment has been entered.

Limitations on Arbitration

If the parties agree to resolve a claim by arbitration, that claim will be arbitrated on an individual basis pursuant to that agreement, and the agreement would not allow claims to be arbitrated on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of the general public, other Cardmembers, or other persons similarly situated.

The arbitrator's authority is limited to claims between you and us alone. Claims may not be joined or consolidated unless you and we agree in writing. An arbitration award and any judgment confirming it will apply only to the specific case and cannot be used in any other case except to enforce the award.

Notwithstanding any other provision and without waiving the right to appeal such decision, if any portion of these *Limitations on Arbitration* provisions is deemed invalid or unenforceable, then the entire Arbitration provision (other than this sentence) will not apply.

Arbitration Procedures

This Arbitration provision is governed by the FAA. The arbitrator will apply applicable substantive law, statutes of limitations and privileges. The arbitrator will not apply any federal or state rules of civil procedure or

evidence in matters relating to evidence or discovery. Subject to the *Limitations on Arbitration* provisions, the arbitrator may otherwise award any relief available in court. The arbitration will be confidential, but you may notify any government authority of your claim.

If your claim is for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents, through a telephonic hearing, or by an in person hearing. At any party's request, the arbitrator will provide a brief written explanation of the award. The arbitrator's award will be final and binding, except for any right of appeal provided by the FAA; however, any party will have 30 days to appeal the award by notifying the arbitration organization and all parties in writing. The organization will appoint a three arbitrator panel to decide anew, by majority vote based on written submissions, any aspect of the decision objected to. Judgment upon any award may be entered in any court having jurisdiction. At your election, arbitration hearings will take place in the federal judicial district of your residence.

Arbitration Fees and Costs

You will be responsible for paying your share of any **arbitration fees** (including filing, administrative, hearing or other fees), but only up to the amount of the filing fees you would have incurred if you had brought a claim in court. We will be responsible for any additional arbitration fees. At your written request, we will consider in good faith making a temporary advance of your share of any arbitration fees, or paying for the reasonable fees of an expert appointed by the arbitrator for good cause.

Additional Arbitration Awards

If the arbitrator rules in your favor for an amount greater than any final offer we made before arbitration, the arbitrator's award will include:

(1) any money to which you are entitled, but in no case less than \$5,000; and (2) any reasonable attorneys' fees, costs and expert and other witness fees.

Continuation

This section will survive termination of your Account, voluntary payment of your Account balance, any legal proceeding to collect a debt, any bankruptcy and any sale of your Account (in the case of a sale, its terms will apply to the buyer of your Account). If any portion of this Claims Resolution section, except as otherwise provided in the *Limitations on Arbitration* subsection, is deemed invalid or unenforceable, it will not invalidate the remaining portions of this Claims Resolution section.

Your Billing Rights: Keep this Document for Future Use

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

What To Do If You Find a Mistake on Your Statement

If you think there is an error on your statement, write to us at:

American Express
PO Box 981535
El Paso TX 79998-1535

In your letter, give us the following information:

- **Account information:** Your name and account number.
- **Dollar amount:** The dollar amount of the suspected error.
- **Description of problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 2 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors *in writing*. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- **If we made a mistake:** You will not have to pay the amount in question or any interest or other fees related to that amount.
- **If we do not believe there was a mistake:** You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within *10 days* telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us *in writing* at:

American Express
PO Box 981535
El Paso TX 79998-1535

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

Your Agreement for Transferring Funds Electronically

This *EFT Agreement* is between American Express Travel Related Services Company, Inc. and you, once you enroll in an Electronic Funds Transfer Service of ours (*service*) such as AutoPay, Pay By Computer, or Pay By Phone. This replaces any previous agreement you may have with us for the services.

Words we use in this agreement

In this EFT Agreement, *you* and *your* mean, in addition to the Basic Cardmember, any Additional Cardmembers who have enrolled in the service. *We*, *our*, and *us* mean American Express Travel Related Services Company, Inc. Your *card account* means the American Express card account. Your *bank* is the bank, securities firm, or other financial institution that holds your bank account. Your *bank account* is the bank account you use to pay for any transactions you make through the service. *Withdraw or withdrawal* means an electronic debit or deduction of funds from your bank account. Our *business days* are Monday through Friday, excluding holidays.

How Express Cash works

Express Cash enables you to withdraw cash from your bank account at participating automated teller machines (*ATMs*). If you enroll in Express Cash, we will issue or allow you to choose a Personal Identification Number (*PIN*). You must use this PIN along with your card when withdrawing cash from an ATM. Keep your PIN confidential.

Each time you withdraw cash using Express Cash, we will charge a fee of 3% of the amount of the transaction or \$5, whichever is more. The amount of the transaction is the total of the:

- amount of the withdrawal or funds transfer,
- amount of goods or services received, and
- any fee charged by the ATM operator or network used for the withdrawal.

The amount of the transaction and the fee that we charge will be withdrawn from your bank account.

For each withdrawal made in a foreign currency, we charge a fee of 2.7% of the converted U.S. dollar amount of the transaction. This fee will be withdrawn from your bank account. However, we do not charge this fee for ATM withdrawals made using cards issued on U.S. Consumer or OPEN Platinum Card or Centurion Card accounts. See *Converting charges made in a foreign currency* in Part 2 of the Cardmember Agreement.

If a transaction is not honored by your bank, we will charge the amount of the transaction and a fee of \$38 to your card account, or we may collect them directly from you.

Limits on amounts and frequency of withdrawals

We apply the following limits to the amount that can be withdrawn in a 30-day period. In addition, there is a limit of 7 withdrawals in a single day (regardless of the dollar amount of such withdrawals). The ATM operator may also impose limits.

One from American Express®	\$3,000 in a 30-day period
Zync Card®	\$3,000 in a 30-day period
Green Card	\$3,000 in a 30-day period
Gold Card	\$8,500 in a 30-day period
Platinum Card®	\$10,000 in a 30-day period
Centurion® Card	\$10,000 in a 30-day period

You can get a receipt from the ATM each time you withdraw money from your bank account

using Express Cash.

Your monthly statement for your card account will show any Express Cash transactions in that billing period.

AutoPay, Pay By Computer, Pay By Phone

With these services, you can initiate electronic payments to your card account. When you do so, you allow us or our agent to draw a check on or initiate an automated clearing house (*ACH*) withdrawal from your bank account in the amount you authorize.

If your bank returns a check or ACH withdrawal unpaid the first time we submit it for payment, we may cancel your right to use the service. Your bank may charge you a fee if this happens.

How to stop AutoPay payments

If you have told us to make AutoPay payments from your bank account, you can stop any of these payments by calling us at 1-800-227-4669 or writing to American Express, Electronic Funds Services, P.O. Box 981540, El Paso, TX 79998-1540 in time for us to receive your request at least 2 business days before the payment is scheduled to be made. We will tell you, at least 10 days before each payment, when it will be made and how much it will be. If we receive your request to stop one of these payments at least 2 business days before the payment is scheduled to be made and we do not stop it, we will be liable for your losses or damages.

Unauthorized transactions

Tell us AT ONCE if you believe your card or PIN has been lost, stolen or used without your permission, or if you believe that a transaction has been made without your permission. Calling is the best way of keeping your possible losses down. You could lose all the money in your bank account (plus your maximum overdraft line of credit, if applicable). If you tell us within 2 business days after you learn of the loss, theft or unauthorized use of your card or PIN, you can lose no more than \$50 if someone used your card or PIN without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your card or PIN, and we can prove we could have stopped someone from using your card or PIN without your permission if you had told us, you could lose as much as \$500.

Tell us if you believe that someone has used or may use your card or PIN to use the EFT service without your permission. Call anytime at 1-800-528-4800 (or 1-336-393-1111 collect, if not in the U.S.). You may also write to us at American Express, Electronic Funds Services, P.O. Box 981532, El Paso, TX 79998-1532.

Improper transactions or payments

If we do not complete a transfer to or from your bank account on time or in the correct amount, according to this EFT Agreement, we will be liable for your losses or damages.

There are some exceptions. We are not liable:

- if, through no fault of ours, you do not have enough money in your bank account;
- if the transfer would go over the credit limit on any overdraft line you may have;
- if the ATM where you are making the transfer does not have enough cash;
- if the funds in your bank account were subject to legal process or other encumbrance that restricted the transaction;

- if circumstances beyond our control (such as fire or flood) prevented the transaction, despite our reasonable precautions; or
- if the terminal or system was not working properly and you knew about the breakdown when you started the transfer.

Privacy

We will disclose information to third parties about your transactions:

- when necessary for completing transactions;
- to comply with government agency or court orders; or
- as stated in our Privacy Notice, which covers your use of the services.

Arbitration

The *Claims Resolution* section or, as applicable, the *Claims Resolution for Covered Borrowers* section, in Part 2 of the Cardmember Agreement, applies to this EFT Agreement and the services.

How to contact us about the services

You can call us at 1-800-IPAY-AXP for Pay By Phone questions, at 1-800-528-2122 for Pay By Computer questions, at 1-800-528-4800 for AutoPay questions, and at 1-800-CASH-NOW for Express Cash questions. You may also write to us at American Express, Electronic Funds Services, P.O. Box 981531, El Paso, TX 79998-1531.

In case of errors or questions

If you think your statement or receipt is wrong, or if you need more information about a transaction on your statement or receipt, call or write us as soon as you can. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. If you do not contact us because of certain circumstances (such as you are in the hospital), we may extend the 60-day period for a reasonable time. When you contact us:

- tell us your name and account number.
- describe the error or the transaction you are unsure about. Explain as clearly as you can why you believe it is an error or why you need more information.
- tell us the amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days after you called us. Within 10 business days after we hear from you we will determine whether an error has occurred. We will correct any error promptly. However, if we need more time, we may take up to 45 calendar days to investigate. If we do take more time, we will credit your bank account within 10 business days for the amount you think is in error so that you will have use of the funds during the time it takes to complete our investigation.

If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your bank account for the amount you question.

We will tell you the results within 3 business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. If we have credited your bank account and find no error, we will tell you when we will withdraw that amount from your bank account again. You authorize us to

withdraw this amount from your bank account. If your bank account does not have enough funds to cover this withdrawal, we can charge the amount to your card account or collect the amount from you. If this happens, we may cancel your right to use a service.

We may end the services

We, or any bank or financial institution that participates in the Express Cash service, may add to or remove any ATMs from the service. We may extend or limit the services at any location without telling you ahead of time. Also, we may stop a service at any time.

We may cancel your participation in a service at any time. If we do, we will write to you, but we may not send you the notice until after we cancel. Also, we may refuse to authorize a transaction at our discretion.

We will end or suspend use of a service if:

- you do not use it for 18 months in a row,
- your card account is in default,
- your card account is cancelled or suspended,
- you cancel the authorization you gave your bank to pay for any transactions you make through the service, or

- your bank account is closed to withdrawals by us or our agents.

You may choose to stop using any service.

If you do, you must write to us at American Express, Electronic Funds Services, P.O. Box 981531, El Paso, TX 79998-1531.

Assignment

We may assign this EFT Agreement to a subsidiary or affiliate at any time.

Note for Massachusetts residents

General disclosure statement: Any documentation given to you which shows that an electronic funds transfer was made will be admissible as evidence of that transfer and will constitute prima facie proof that the transfer was made.

Except as explained in this EFT Agreement, if you initiate an electronic funds transfer from your bank account, you cannot stop payment of the transfer.

Unless otherwise provided in this EFT Agreement, you may not stop payment of electronic funds transfers. Therefore, do not use electronic transfers for purchases or service unless you are satisfied that you will not need to stop payment.

Disclosure of bank account information to third parties: If you give us your written authorization to disclose information about you, your bank account, or the transactions that you make to any person, that authorization will automatically expire 45 days after we receive it.

Optional limit on obtaining cash: You can ask us to limit the total amount of cash that you may get from ATMs in a single day to \$50. If you choose this option, we will take all reasonable steps to comply with your request.

FACTS**WHAT DOES AMERICAN EXPRESS DO WITH YOUR PERSONAL INFORMATION?**

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> • Social Security number and income • transaction history and account history • insurance claim history and credit history
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons American Express chooses to share; and whether you can limit this sharing.

Reasons we can share personal information	Does American Express share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes – to offer our products and services to you	Yes	No (but please see the "To limit direct marketing" box below for information about additional privacy choices)
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes – information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes – information about your creditworthiness	Yes	Yes
For our affiliates to market to you	Yes	Yes
For nonaffiliates to market to you	No (although we may share aggregated or de-identified data)	We don't share personal information

To limit our sharing	<ul style="list-style-type: none"> • Visit us online: www.americanexpress.com/communications or • Call 1-855-297-7748 - our menu will prompt you through your choice(s) <p>Please note:</p> <p>If you are a <i>new</i> customer, we can begin sharing your personal information 30 days from the date we sent this notice. When you are <i>no longer</i> our customer, we continue to share your personal information as described in this notice.</p> <p>However, you can contact us at any time to limit our sharing.</p>
To limit direct marketing	<p>We provide additional privacy choices to customers. Privacy elections you make for any one product or service may not automatically be applied to other products and services. To let us know if you do not want us to use your personal information to communicate with you about offers by mail, telephone, and/or e-mail:</p> <ul style="list-style-type: none"> • Visit us online: www.americanexpress.com/communications or • Call 1-855-297-7748 (except for choices about e-mail communications)
Questions?	Call 1-800-528-4800 or go to www.americanexpress.com/contact .

Who we are	
Who is providing this Notice	American Express Travel Related Services Company, Inc. and other American Express Affiliates that provide financial products or services, including American Express National Bank and AMEX Assurance Company.
What we do	
How does American Express protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does American Express collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • open an account or pay your bills • give us your income information or give us your contact information • use your credit card <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing of personal information?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> • sharing for affiliates' everyday business purposes - information about your creditworthiness • affiliates from using your information to market to you • sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p>
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account.

Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Our affiliates include companies with the American Express name, including financial companies such as American Express Travel Related Services Company, Inc. and nonfinancial companies. Affiliates may also include other companies related by common ownership or control, such as AMEX Assurance Company, a provider of American Express Card-related insurance services.</i>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Nonaffiliates with which we share personal information include service providers, including, for example, direct marketers, that perform services or functions on our behalf.</i>
Joint marketing	<p>A formal agreement between nonaffiliated companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • <i>Our joint marketing partners include financial companies.</i>

Other important information	
<p>We may transfer personal information to other countries, for example, for customer service or to process transactions.</p> <p>AMEX Assurance Company customers. You may have the right to access and correct recorded personal information. Personal information may be disclosed by us to detect fraud or misrepresentation, to verify insurance coverage, to an insurance regulatory authority, law enforcement or other governmental authority pursuant to law, or to a group policyholder for purposes of reporting claims experience or conducting an audit. Personal information related to insurance claim activity obtained from a report prepared by an insurance-support organization on our behalf may be retained by such organization and disclosed as required by law. State law may be more protective than federal law.</p> <p>California: If your American Express account has a California billing address, we will not share your personal information except to the extent permitted under California law.</p> <p>Vermont: If your American Express account has a Vermont billing address, we will automatically treat your account as if you have directed us not to share information about your creditworthiness with our Affiliates.</p>	

EXHIBIT B

**Platinum Card®**DIANA THEODORE
Closing Date 09/26/19

p. 1/10

Account Ending [REDACTED] 2000

New Balance **CR\$13.23**
Amount Due **\$0.00**
Payment Not Required

Membership Rewards® Points

Available and Pending as of 08/31/19

61,313For up to date point balance and full program details, visit membershipewards.com**Account Summary**

Previous Balance	\$979.44
Payments/Credits	-\$2,756.53
New Charges	+\$1,763.86
Fees	+\$0.00

New Balance	CR\$13.23
--------------------	------------------

Days in Billing Period: 30

Customer Care
Pay by Computer
americanexpress.com/pbc

Customer Care	Pay by Phone
1-800-525-3355	1-800-472-9297

See Page 2 for additional information.

- See page 2 for important information about your account.
- Your credit balance can be applied against future transactions or you may request a refund.
- See page 7 for an Important Notice About Changes to Your Cardmember Agreement.**
- Effective October 1, 2019, Amtrak certificates will no longer be available in the Membership Rewards program.

**Get the Amex® App**

Manage your account on the go by turning on alerts, monitoring charges, and much more. Visit amex.co/getamexapp to learn more.

iOS and Android only. See App Store listings for operating system information.

Exhibit B
Payment Coupon
 Do not staple or use paper clips

 Pay by Computer
americanexpress.com/pbc
Pay by Phone
 1-800-472-9297
Account Ending [REDACTED] 2000

Enter 15 digit account # on all payments.
 Make check payable to American Express.

DIANA THEODORE
[REDACTED]

Payment Not Required

Amount Due
\$0.00

☐ Check here if your address or phone number has changed. Note changes on reverse side.

AMERICAN EXPRESS
 PO BOX 0001
 LOS ANGELES CA 90096-8000

Payments: Your payment must be sent to the payment address shown on your statement and must be received by 5 p.m. local time at that address to be credited as of the day it is received. Payments we receive after 5 p.m. will not be credited to your Account until the next day. Payments must also: (1) include the remittance coupon from your statement; (2) be made with a single check drawn on a US bank and payable in US dollars, or with a negotiable instrument payable in US dollars and clearable through the US banking system; and (3) include your Account number. If your payment does not meet all of the above requirements, crediting may be delayed and you may incur late payment fees and additional interest charges. Electronic payments must be made through an electronic payment method payable in US dollars and clearable through the US banking system. If we accept payment in a foreign currency, we will convert it into US dollars at a conversion rate that is acceptable to us, unless a particular rate is required by law. Please do not send post-dated checks as they will be deposited upon receipt. Any restrictive language on a payment we accept will have no effect on us without our express prior written approval. We will re-present to your financial institution any payment that is returned unpaid.

Permission for Electronic Withdrawal: (1) When you send a check for payment, you give us permission to electronically withdraw your payment from your deposit or other asset account. We will process checks electronically by transmitting the amount of the check, routing number, account number and check serial number to your financial institution, unless the check is not processable electronically or a less costly process is available. When we process your check electronically, your payment may be withdrawn from your deposit or other asset account as soon as the same day we receive your check, and you will not receive that cancelled check with your financial account statement. If we cannot collect the funds electronically we may issue a draft against your deposit or other asset account for the amount of the check. (2) By using Pay By Computer, Pay By Phone or any other electronic payment service of ours, you give us permission to electronically withdraw funds from the deposit or other asset account you specify in the amount you request. Payments using such services of ours received after 8:00 p.m. MST may not be credited until the next day.

How We Calculate Your Balance: We use the Average Daily Balance (ADB) method (including new transactions) to calculate the balance on which we charge interest for Pay Over Time and/or Cash Advance balances on your Account. Call the Customer Care number listed below for more information about this balance computation method and how resulting interest charges are determined. *The method we use to figure the ADB and interest results in daily compounding of interest.*

Paying Interest: If you have a Pay Over Time and/or Cash Advance balance, your due date is at least 25 days after the close of each billing period. We will begin charging interest on transactions added to a Pay Over Time balance as of the date they are added. However, we will not charge interest on charges added to a Pay Over Time balance automatically (for example, *Pay Over Time Travel* and *Pay Over Time Direct*) if you pay the Account Total New Balance by the due date each month. We will, however, charge you interest on cash advances beginning on the transaction date.

Foreign Currency Charges: If you make a Charge in a foreign currency, we will convert it into US dollars on the date we or our agents process it. We will choose a conversion rate that is acceptable to us for that date, unless a particular rate is required by law. The conversion rate we use is no more than the highest official rate published by a government agency or the highest interbank rate we identify from customary banking sources on the conversion date or the prior business day. This rate may differ from rates in effect on the date of your charge. Charges converted by establishments will be billed at the rates such establishments use.

Credit Balance: A credit balance (designated CR) shown on this statement represents money owed to you. If within the six-month period following the date of the first statement indicating the credit balance you do not request a refund or charge enough to use up the credit balance, we will send you a check for the credit balance within 30 days if the amount is \$1.00 or more.

Credit Reporting: We may report information about your Account to credit bureaus. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report.



Customer Care & Billing Inquiries
International Collect
Large Print & Braille Statements
Cash Advance at ATMs Inquiries

1-800-525-3355 **Hearing Impaired**
1-954-473-2123 **TTY: 1-800-221-9950**
1-800-525-3355 **FAX: 1-623-707-4442**
1-800-CASH-NOW **In NY: 1-800-522-1897**



Website: americanexpress.com

**Customer Care
& Billing Inquiries**
P.O. BOX 981535
EL PASO, TX
79998-1535

Payments
PO BOX 0001
LOS ANGELES CA
90096-8000

Change of Address

Change of Address
If correct on front, do not use.

- To change your address online, visit www.americanexpress.com/updatecontactinfo
- For Name, Company Name, and Foreign Address or Phone changes, please call Customer Care.
- Please print clearly in blue or black ink only in the boxes provided.

Street Address

[illegible]

City, State

[illegible]

Zip Code

--	--	--	--	--	--	--	--	--

Area Code and Home Phone

[illegible]Area Code and
Work Phone[illegible]

Email

[illegible]

Pay Your Bill with AutoPay

- Avoid late fees
- Save time

Deduct your payment from your bank account automatically each month

Visit americanexpress.com/autopay
today to enroll.

For information on how we protect your privacy and to set your communication and privacy choices, please visit www.americanexpress.com/privacy.



Platinum Card®

DIANA THEODORE
Closing Date 09/26/19

p. 3/10

Account Ending ■ 2000

Payments and Credits**Summary**

	Total
Payments	-\$1,914.33
Credits	
DIANA THEODORE ■ 2000	-\$842.20
Total Payments and Credits	-\$2,756.53

Detail

*Indicates posting date

Payments	Amount
09/05/19* DIANA THEODORE	-\$1,130.00
09/14/19* DIANA THEODORE	-\$753.05
09/16/19* DIANA THEODORE	-\$8.50
09/23/19* DIANA THEODORE	-\$22.78
Credits	Amount
09/13/19* DIANA THEODORE	-\$421.64
09/13/19* DIANA THEODORE	-\$9.35
09/18/19 DIANA THEODORE	-\$9.35
09/18/19 DIANA THEODORE	-\$369.32
09/25/19 DIANA THEODORE	-\$32.54

New Charges**Summary**

	Total
DIANA THEODORE ■ 2000	\$1,718.64

DetailDIANA THEODORE
Card Ending ■ 2000

	Amount
08/31/19	\$0.29
08/31/19	\$0.73
09/01/19	\$19.98
09/05/19	129.12
09/06/19	\$66.50

Continued on reverse

Detail Continued

	Amount
09/07/19	\$77.29
09/12/19	\$369.32
09/12/19	\$9.35
09/12/19	\$421.64
09/12/19	\$32.54
09/13/19	\$33.67
09/13/19	\$107.97
09/14/19	\$20.98
09/15/19	\$8.50
09/19/19	\$381.47
09/21/19	\$19.98
09/24/19	\$5.00
09/25/19	\$14.31

Fees

Amount

Total Fees for this Period \$0.00

2019 Fees and Interest Totals Year-to-Date

Amount

Total Fees in 2019 \$725.00
 Total Interest in 2019 \$0.00

**Platinum Card®**DIANA THEODORE
Closing Date 09/26/19

p. 5/10

Account Ending [REDACTED] 2000

Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

	Transactions Dated		Annual Percentage Rate	Balance Subject to Interest Rate	Interest Charge
	From	To			
Pay Over Time Select	05/04/2019		19.99% (v)	\$0.00	\$0.00
Cash Advances	05/01/2019		26.99% (v)	\$0.00	\$0.00
Total					\$0.00
(v) Variable Rate					

Information on Pay Over Time**There is no pre-set spending limit on your Card**

No pre-set spending limit does not mean unlimited spending. Purchasing power adjusts with your use of the Card, your payment history, credit record and financial resources known to us and other factors. Unless you have been previously notified otherwise, your Card has no pre-set spending limit.

Your Pay Over Time Limit is \$10,000.00

We may approve or decline a charge regardless of whether your Card account balance exceeds or does not exceed your Pay Over Time limit. You must pay in full all charges that are not placed into a Pay Over Time and/or Cash Advance balance. For more information about Pay Over Time features please visit americanexpress.com/payovertime.



DIANA THEODORE
Closing Date 09/26/19

Account Ending [REDACTED] 2000

Notice of Important Changes to Your Cardmember Agreement

We are making changes to your American Express Cardmember Agreement referenced in this notice. We encourage you to read this notice, share it with Additional Card Members on your account, and file it for future reference. The detailed changes to your Cardmember Agreement can be found after the below summary chart.

Summary of Changes, Effective Immediately	
Claims Resolution and Claims Resolution for Covered Borrowers	We are making changes to the claims resolution sections in your Cardmember Agreement. These changes will be reflected on your billing statements received on or after September 1, 2019 .
Summary of Changes, Effective November 1, 2019	
Words we use in the Agreement	We are updating this sub-section under <i>Introduction</i> in Part 2 of the Cardmember Agreement to define what we mean by person-to-person transaction when we use this word in your Cardmember Agreement. We are also updating this sub-section to reflect that a purchase includes a person-to-person transaction.
Using the card	We are updating this sub-section under <i>About using your card</i> in Part 2 of the Cardmember Agreement to reflect that we may allow you to make person-to-person transactions at our discretion.
Limits on person-to-person transactions	We are adding a new sub-section called <i>Limits on person-to-person transactions</i> under <i>About using your card</i> in Part 2 of the Cardmember Agreement to explain the limits on person-to-person transactions based on the Card you have.

ID 12816

See the following page(s) for the Detail of Changes to your Cardmember Agreement



Detail of Changes to Your Cardmember Agreement

This notice amends your American Express Cardmember Agreement ("*Agreement*") as described below. Any terms in the Cardmember Agreement conflicting with these changes are completely replaced. Terms not changed by this notice continue to apply. If you have any questions, please call the number on the back of your Card.

- A. Effective Immediately**, the Claims Resolution and Claims Resolution for Covered Borrowers sections in Part 2 of the Cardmember Agreement are amended as follows:

Mediation

The seventh sentence is deleted and replaced with: All applicable statutes of limitation will be tolled from the date you or we send the claim notice until termination of the mediation.

Arbitration

The sixth sentence in the Claims Resolution section and seventh sentence in the Claims Resolution for Covered Borrowers section are deleted and replaced with: The arbitrator's authority is limited to claims between you and us alone. Claims may not be joined or consolidated unless you and we agree in writing. An arbitration award and any judgment confirming it will apply only to the specific case and cannot be used in any other case except to enforce the award. The arbitrator's decisions are as enforceable as any court order and are subject to very limited review by a court.

Limitations on Arbitration

The third, fourth, and fifth sentences in the Claims Resolution section and second, third and fourth sentences in the Claims Resolution for Covered Borrowers section are deleted.

Arbitration Procedures

The fifth sentence is deleted and replaced with: You and we agree that the arbitration will be confidential. You and we agree that we will not disclose the content of the arbitration proceeding or its outcome to anyone, but you or we may notify any government authority of the claim as permitted or required by law.

The eighth and ninth sentences are deleted and replaced with: The arbitrator's award will be final and binding, subject to each party's right to appeal as stated in this section and/or to challenge or appeal an arbitration award pursuant to the FAA. To initiate an appeal, a party must notify the arbitration organization and all parties in writing within 35 days after the arbitrator's award is issued. The arbitration organization will appoint a three-arbitrator panel to decide anew, by majority vote based on written submissions, any aspect of the decision objected to. The appeal will otherwise proceed pursuant to the arbitration organization's appellate rules.

Additional Arbitration Awards

The section is deleted and replaced with: If the arbitrator rules in your favor for an amount greater than any final offer we made before the final hearing in arbitration, the arbitrator's award will include: (1) any money to which you are entitled, but in no case less than \$5,000; and (2) any reasonable attorneys' fees, costs and expert and other witness fees.



DIANA THEODORE
Closing Date 09/26/19

Account Ending ■■■ 2000

B. Effective November 1, 2019, your Cardmember Agreement will be amended as follows:

How Your American Express Account Works in Part 2 of the Cardmember Agreement is amended by deleting the second paragraph in the *Words we use in the Agreement* sub-section and replacing it with the following:

Card means any card or other device that we issue to access your Account. A **charge** is any amount added to your Account, such as purchases, cash advances, fees and interest charges. A **purchase** is a charge for goods, services, or person-to-person transactions. A **cash advance** is a charge to get cash or cash equivalents, including travelers cheques, gift cheques, foreign currency, money orders, casino gaming chips, race track wagers or similar offline and online betting transactions. A **person-to-person transaction** is a charge for funds sent to another person.

About using your card in Part 2 of the Cardmember Agreement is amended by deleting the second paragraph of the *Using the card* sub-section and replacing it with the following:

We decide whether to approve a charge, including cash advances subject to *Limits on Cash Advances* and person-to-person transactions subject to *Limits on person-to-person transactions* below, based on how you spend and pay on this Account and other accounts you have with us and our Affiliates. We also consider your credit history and your personal resources that we know about.

About using your card in Part 2 of the Cardmember Agreement is further amended by adding the following new sub-section called *Limits on person-to-person transactions*:

Limits on person-to-person transactions	<p>Your person-to-person transactions may not exceed the following limits within any 30-day period:</p> <p>One from American Express® \$2,000</p> <p>Zync Card® \$2,000 Green Card \$2,000 Gold Card \$2,000 Platinum Card® \$4,000 Centurion® Card \$5,000</p>	<p>You agree to manage your Account so that the total of your person-to-person transactions in any 30-day period do not exceed the limit on person-to-person transactions.</p> <p>We may not approve a person-to-person transaction if it would cause your Account to exceed the applicable person-to-person transaction limit.</p>
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EXHIBIT C

**Platinum Card®**

DIANA THEODORE
Closing Date 08/27/20
Account Ending [REDACTED] 2000



p. 1/16

Customer Care: 1-800-525-3355
TTY: 1-800-221-9950
Website: americanexpress.com

New Balance	\$782.06
Minimum Payment Due	\$126.40
Payment Due Date	09/21/20[‡]

[‡] **Late Payment Warning:** If we do not receive your Minimum Payment Due by the Payment Due Date of 09/21/20, you may have to pay a late fee of up to \$40.00 and your Pay Over Time APR may be increased to the Penalty APR of 29.24%.

Minimum Payment Warning: If you have a Pay Over Time and/or Cash Advance balance and you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges and each month you pay...	You will pay off the balance shown on this statement in about...	And you will pay an estimated total of...
Only the Minimum Payment Due	2 years	\$828

If you would like information about credit counseling services, call 1-888-733-4139.

- ➔ See page 2 for important information about your account.
- ➔ Please refer to the **IMPORTANT NOTICES** section for any changes to your Account terms and any other communications on **pages 7 - 14**.
- ➔ For more information on your Pay Over Time Limit and your purchasing options, please see **page 5**
- ➔ Learn how your Statement changes when you use your Pay Over Time feature, see **page 15**

Continued on page 3

↓ Please fold on the perforation below, detach and return with your payment ↓



Payment Coupon
Do not staple or use paper clips



Pay by Computer
americanexpress.com/pbc



Pay by Phone
1-800-472-9297

Account Ending [REDACTED] 2000

Enter 15 digit account # on all payments.
Make check payable to American Express.

DIANA THEODORE
[REDACTED]

See reverse side for instructions on how to update your address, phone number, or email.

AMERICAN EXPRESS
PO BOX 0001
LOS ANGELES CA 90096-8000

\$ _____
Amount Enclosed

Membership Rewards® Points

Available and Pending as of 07/31/20

4,735

For up to date point balance and full program details, visit membershiprewards.com

Account Summary

Pay In Full

Previous Balance	\$75.88
Payments/Credits	-\$100.88
New Charges	+\$116.40
Fees	+\$0.00
New Balance	= \$91.40

Pay Over Time and/or Cash Advance

Previous Balance	\$0.00
Payments/Credits	-\$136.97
New Pay Over Time Charges	+\$102.63
New Cash Advances	+\$0.00
Fees	+\$725.00
Interest Charged	+\$0.00
New Balance	= \$690.66
Minimum Due	\$35.00

Account Total

Previous Balance	\$75.88
Payments/Credits	-\$237.85
New Charges	+\$219.03
New Cash Advances	+\$0.00
Fees	+\$725.00
Interest Charged	+\$0.00
New Balance	\$782.06
Minimum Payment Due	\$126.40

Pay Over Time Limit	\$12,000.00
Available Pay Over Time Limit	\$11,309.34

Payment Due Date
09/21/20

New Balance
\$782.06

Minimum Payment Due
\$126.40

Payments: Your payment must be sent to the payment address shown on your statement and must be received by 5 p.m. local time at that address to be credited as of the day it is received. Payments we receive after 5 p.m. will not be credited to your Account until the next day. Payments must also: (1) include the remittance coupon from your statement; (2) be made with a single check drawn on a US bank and payable in US dollars, or with a negotiable instrument payable in US dollars and clearable through the US banking system; and (3) include your Account number. If your payment does not meet all of the above requirements, crediting may be delayed and you may incur late payment fees and additional interest charges. Electronic payments must be made through an electronic payment method payable in US dollars and clearable through the US banking system. If we accept payment in a foreign currency, we will convert it into US dollars at a conversion rate that is acceptable to us, unless a particular rate is required by law. Please do not send post-dated checks as they will be deposited upon receipt. Any restrictive language on a payment we accept will have no effect on us without our express prior written approval. We will represent to your financial institution any payment that is returned unpaid.

Permission for Electronic Withdrawal: (1) When you send a check for payment, you give us permission to electronically withdraw your payment from your deposit or other asset account. We will process checks electronically by transmitting the amount of the check, routing number, account number and check serial number to your financial institution, unless the check is not processable electronically or a less costly process is available. When we process your check electronically, your payment may be withdrawn from your deposit or other asset account as soon as the same day we receive your check, and you will not receive that cancelled check with your financial account statement. If we cannot collect the funds electronically we may issue a draft against your deposit or other asset account for the amount of the check. (2) By using Pay By Computer, Pay By Phone or any other electronic payment service of ours, you give us permission to electronically withdraw funds from the deposit or other asset account you specify in the amount you request. Payments using such services of ours received after 8:00 p.m. MST may not be credited until the next day.

How We Calculate Your Balance: We use the Average Daily Balance (ADB) method (including new transactions) to calculate the balance on which we charge interest for Pay Over Time and/or Cash Advance balances on your Account. Call the Customer Care number on page 3 for more information about this balance computation method and how resulting interest charges are determined. *The method we use to figure the ADB and interest results in daily compounding of interest.*

Paying Interest: Your due date is at least 25 days after the close of each billing period. If you have Pay Over Time, we will not charge you interest on charges automatically added to a Pay Over Time balance if each month you pay your Account Total New Balance on your billing statement (or, if you have a Plan balance, your Adjusted Balance on your billing statement) by the due date. If you have Cash Advance on your Account, we will begin charging interest on cash advances on the transaction date. If you have Pay Over Time Select, we will begin charging interest on purchases added to a Pay Over Time Select balance at your request on the date that they are added to your Pay Over Time Select balance.

Foreign Currency Charges: If you make a Charge in a foreign currency, we will convert it into US dollars on the date we or our agents process it. We will choose a conversion rate that is acceptable to us for that date, unless a particular rate is required by law. The conversion rate we use is no more than the highest official rate published by a government agency or the highest interbank rate we identify from customary banking sources on the conversion date or the prior business day. This rate may differ from rates in

effect on the date of your charge. Charges converted by establishments will be billed at the rates such establishments use.

Credit Balance: A credit balance (designated CR) shown on this statement represents money owed to you. If within the six-month period following the date of the first statement indicating the credit balance you do not request a refund or charge enough to use up the credit balance, we will send you a check for the credit balance within 30 days if the amount is \$1.00 or more.

Credit Reporting: We may report information about your Account to credit bureaus. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report.

What To Do If You Think You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at:

American Express, PO Box 981535, El Paso TX 79998-1535

You may also contact us on the Web: www.americanexpress.com

In your letter, give us the following information:

- **Account information:** Your name and account number.

- **Dollar amount:** The dollar amount of the suspected error.

- **Description of Problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.

You must notify us of any potential errors in writing [or electronically]. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.

- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.

- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.

- We can apply any unpaid amount against your credit limit.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these is necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)

2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.

3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing or electronically at:

American Express, PO Box 981535, El Paso TX 79998-1535

www.americanexpress.com

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

Change of Address, phone number, email

- Online at www.americanexpress.com/updatecontactinfo
- Via mobile device
- Voice automated: call the number on the back of your card
- For name, company name, and foreign address or phone changes, please call Customer Care

Please do not add any written communication or address change on this stub

Pay Your Bill with AutoPay

Deduct your payment from your bank account automatically each month.

- Avoid late fees
- Save time

Visit americanexpress.com/autopay today to enroll.

For information on how we protect your privacy and to set your communication and privacy choices, please visit www.americanexpress.com/privacy.

**Platinum Card®**DIANA THEODORE
Closing Date 08/27/20

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Account Ending ■ 2000

**Customer Care & Billing Inquiries**
International Collect
Large Print & Braille Statements
Cash Advance at ATMs Inquiries1-800-525-3355
1-954-473-2123
1-800-525-3355
1-800-CASH-NOW
Hearing Impaired
TTY: 1-800-221-9950
FAX: 1-623-707-4442
In NY: 1-800-522-1897Website: americanexpress.com**Customer Care
& Billing Inquiries**
P.O. BOX 981535
EL PASO, TX
79998-1535**Payments**
PO BOX 0001
LOS ANGELES CA
90096-8000

We've introduced more ways you can earn rewards during this time.

Learn more by visiting americanexpress.com/whatsnewYou can also contact us using the phone number on your Card or chat us on the Amex App.
Text CHAT to 86509 to receive a link to download on your iPhone® iOS or Android™ phone.
See app store listings for operating system info. Message and data rates may apply.**Congratulations! You saved with offers and benefits this statement period.** Please refer to the Payments and Credits section of your statement. View all available offers and benefits when you log in to your online Card account at americanexpress.com**Payments and Credits****Summary**

	Pay In Full	Pay Over Time / Cash Advance ↕	Total
Payments	-\$75.88	-\$136.97	-\$212.85
Credits			
DIANA THEODORE ■ 2000	-\$25.00	\$0.00	-\$25.00
Total Payments and Credits	-\$100.88	-\$136.97	-\$237.85

Detail

*Indicates posting date

Payments		Amount
08/07/20*	DIANA THEODORE	-\$190.09
08/16/20*	DIANA THEODORE	-\$22.76
Credits		Amount
07/29/20	DIANA THEODORE	-\$5.00
07/30/20	DIANA THEODORE	-\$5.00
08/05/20	DIANA THEODORE	-\$5.00
08/13/20	DIANA THEODORE	-\$5.00
08/19/20	DIANA THEODORE	-\$5.00

Continued on reverse

New Charges

Summary

	Pay In Full	Pay Over Time ♦	Total
DIANA THEODORE 2000	\$82.10	\$102.63	\$184.73

Detail

♦ - denotes Pay Over Time and/or Cash Advance activity

DIANA THEODORE
 Card Ending 2000

	Amount
07/28/20	\$102.63 ♦
08/04/20	\$26.58
08/12/20	\$27.76
08/18/20	\$27.76

Fees

♦ - denotes Pay Over Time and/or Cash Advance activity

	Amount
08/27/20 DIANA THEODORE	\$550.00 ♦

Interest Charged

	Amount
Total Interest Charged for this Period	\$0.00

About Trailing Interest

You may see interest on your next statement even if you pay the new balance in full and on time and make no new charges. This is called "trailing interest". Trailing interest is the interest charged when, for example, you didn't pay your previous balance in full. When that happens, we charge interest from the first day of the billing period until we receive your payment in full. You can avoid paying interest on purchases by paying your balance in full (or if you have a Plan balance, by paying your Adjusted Balance on your billing statement) by the due date each month. Please see the "When we charge interest" sub-section in your Cardmember Agreement for details.

Continued on next page

**Platinum Card®**DIANA THEODORE
Closing Date 08/27/20

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Account Ending ■■■2000

2020 Fees and Interest Totals Year-to-Date

	Amount
Total Fees in 2020	\$725.00
Total Interest in 2020	\$4.17

Interest Charge Calculation

Days in Billing Period: 31

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

	Transactions Dated		Annual Percentage Rate	Balance Subject to Interest Rate	Interest Charge
	From	To			
Pay Over Time	02/18/2020		18.24% (v)	\$0.00	\$0.00
Pay Over Time Select	05/04/2019		18.24% (v)	\$0.00	\$0.00
Cash Advances	05/01/2019		25.24% (v)	\$0.00	\$0.00
Total					\$0.00

(v) Variable Rate

Information on Pay Over Time and Purchasing Options**Your Card has no preset spending limit**

No preset spending limit means your spending limit is flexible. In fact, unlike a traditional credit card with a set limit, the amount you can spend adapts based on factors such as your purchase, payment, and credit history. If you're ever unsure if a large purchase will be approved, you can use the Check Spending Power tool in your online account or mobile app. Please note that in a small number of cases, we may assign a specific spending limit to a Card Member's account due to a variety of factors such as the Card Member's credit score, past due payments with us or other creditors, or high balances on revolving credit accounts.

Pay Over Time Limit: \$12,000.00

The total of your Pay Over Time and/or Cash Advance balance and Plan balance cannot exceed your Pay Over Time Limit. No charge will be added to a Pay Over Time balance if it would cause the total of your Pay Over Time, Cash Advance, and Plan balances to go over your Pay Over Time Limit. **This is not a spend limit.** We may approve or decline a charge regardless of whether your Card account balance exceeds or does not exceed your Pay Over Time Limit.

Available Pay Over Time Limit

Your Available Pay Over Time Limit is accurate as of your statement date. This Limit is the remaining amount that you can add to the total of your Pay Over Time, Cash Advance, and/or Plan balances. Remember that you can continue to create plans for purchases that are currently in your Pay Over Time balance even if you have reached your Pay Over Time Limit. Your total Cash Advance balance is subject to your Cash Advance Limit, which you can find in your Cardmember Agreement. If you have a preset spending limit on your account that is less than your Pay Over Time Limit, you may not be able use your Available Pay Over Time Limit.



DIANA THEODORE

Closing Date 08/27/20

Account Ending XXXX 2000

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IMPORTANT NOTICES

Departures Magazine

Your Platinum Card® Membership includes an annual subscription to Departures magazine (a value of \$10). If you do not wish to receive the magazine, please call us at the number on the back of your Card. No credits are offered to Members who elect not to receive the magazine.

Important Notices continued on next page.

DIANA THEODORE

Closing Date 08/27/20

Account Ending

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IMPORTANT NOTICES continued**Notice of Important Changes to Your Cardmember Agreement**

We are making changes to your American Express Cardmember Agreement referenced in this notice. We encourage you to read this notice, share it with Additional Card Members on your account, and file it for future reference. The detailed changes to your Cardmember Agreement can be found after the below summary chart.

Summary of Changes, Effective Immediately	
Claims Resolution and Claims Resolution for Covered Borrowers	We are making changes to the claims resolution sections in your Cardmember Agreement.
Summary of Changes, Effective August 1, 2020	
How to make payments	We will no longer accept payments made in a foreign currency or a payment drawn on an account at a bank located outside of the U.S.
Summary of Changes, Effective November 1, 2020	
Words we use in the Agreement	We are updating this sub-section under <i>Introduction</i> in Part 2 of the Cardmember Agreement to change the definition of the term "cash advance".

ID 13053

See the following page(s) for the Detail of Changes to your Cardmember Agreement

Important Notices continued on next page.



DIANA THEODORE

Closing Date 08/27/20

Account Ending 2000 p. 9/16

IMPORTANT NOTICES continued

Detail of Changes to Your Cardmember Agreement

This notice amends your American Express Cardmember Agreement ("*Agreement*") as described below. Any terms in the Cardmember Agreement conflicting with this change are completely replaced. Terms not changed by this notice continue to apply. If you have any questions, please call the number on the back of your Card.

Your Cardmember Agreement will be amended as follows:

A. Effective Immediately, the fifth sentence in the *Sending a Claim Notice* paragraph in the *Claims Resolution* section and the sixth sentence in the *Sending a Claim Notice* paragraph in the *Claims Resolution for Covered Borrowers* section in Part 2 of the Cardmember Agreement are deleted and replaced with:

Sending a Claim Notice

"Notice to us must include your name, address and Account number and be sent to American Express ADR c/o CT Corporation System, 28 Liberty Street, New York, New York 10005."

B. Effective August 1, 2020, the *About your payments* section in Part 2 of the Cardmember Agreement is amended by deleting the paragraph before the last paragraph in the *How to make payments* sub-section and replacing it with the following:

"We will not accept a payment made in a foreign currency or a payment drawn on an account at a bank located outside of the U.S."

C. Effective November 1, 2020, the *Introduction* section in Part 2 of the Cardmember Agreement is amended by deleting the definition of cash advance in the *Words we use in the Agreement* sub-section and replacing it with the following:

"A **cash advance** is a charge to get cash or cash equivalents, including travelers cheques, gift cheques, foreign currency, money orders, digital currency, casino gaming chips, race track wagers, similar offline and online betting transactions, and digital precious metals products."

Important Notices continued on next page.

IMPORTANT NOTICES continued**Notice Regarding Your Billing Rights and EFT Error Resolution**

Effective Immediately, information about your billing rights and EFT Error Resolution Notice is provided with your monthly Billing Statement. Your billing rights language below appears on your monthly Billing Statement (**What To Do If You Think You Find A Mistake On Your Statement**, including **Your Rights If You Are Dissatisfied With Your Credit Card Purchases**). Your EFT Error Resolution Notice language appears in the *Important Notices* section of your monthly Billing Statement:

What To Do If You Think You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at: American Express, PO Box 981535, El Paso TX 79998-1535

You may also contact us on the Web: www.americanexpress.com

In your letter, give us the following information:

- **Account information:** Your name and account number.
- **Dollar amount:** The dollar amount of the suspected error.
- **Description of Problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake. You must contact us within 60 days after the error appeared on your statement.

You must notify us of any potential errors in writing [or electronically]. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these is necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing or electronically at:

American Express, PO Box 981535, El Paso TX 79998-1535

www.americanexpress.com

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

ID 13057

Important Notices continued on next page.



DIANA THEODORE

Closing Date 08/27/20

Account Ending [REDACTED] 2000

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IMPORTANT NOTICES continued**EFT Error Resolution Notice**

In Case of Errors or Questions About Your Electronic Transfers Telephone us at 1-800-IPAY-AXP for Pay By Phone questions, at 1-800-528-2122 for Pay By Computer questions, and at 1-800-528-4800 for AutoPay. You may also write us at American Express, Electronic Funds Services, P.O. Box 981531, El Paso TX 79998-1531, or contact online at www.americanexpress.com/inquirycenter as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

1. Tell us your name and account number (if any).
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will credit your account for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.

Important Notices continued on next page.

IMPORTANT NOTICES continued**Notice of Important Changes to the Membership Rewards® Program Terms & Conditions**

We are making changes to the Membership Rewards Program Terms & Conditions. We encourage you to read this notice, share it with Additional Card Members on your account, and file it for future reference. The detailed changes to the Membership Rewards Program Terms & Conditions can be found after the below summary chart.

Summary of Changes, Effective Immediately	
About the Program, Getting Points	We are changing the Membership Rewards Program Terms & Conditions to remove all mentions of American Express® Gold Card for Ameriprise Financial and Platinum Card® from American Express for Ameriprise Financial .
Getting Additional Points	We are updating the Membership Rewards Program Terms & Conditions to clarify how you receive additional points and the circumstances in which you may not receive additional points.
Arbitration (Claims Resolution)	We are making changes to the claims resolution sections of the Membership Rewards Program Terms & Conditions.

ID 13059

See the following page(s) for the Detail of Changes to the Membership Rewards Program Terms & Conditions.

Important Notices continued on next page.



DIANA THEODORE

Closing Date 08/27/20

Account Ending [REDACTED] 2000 p. 13/16

IMPORTANT NOTICES continued

Detail of Changes to the Membership Rewards Program Terms & Conditions

This notice amends the Membership Rewards Program Terms & Conditions (the "Terms & Conditions") as described below. Any terms in the Terms & Conditions conflicting with this change are completely replaced. Terms not changed by this notice continue to apply. If you have any questions, please call the number on the back of your Card.

A. Effective immediately, the *Getting Points* section and the *About the Program* section will be amended by removing all mentions of **American Express® Gold Card for Ameriprise Financial** and **Platinum Card® from American Express for Ameriprise Financial**.

B. Effective immediately, the *Getting Additional Points* subsection of the *Getting Points* section is amended by deleting the following:

"Purchases made through third parties (including resellers and online marketplaces) or through a third party payment account will not earn additional points."

And replacing with the following:

"Merchants are assigned codes based on what they primarily sell. We group certain merchant codes into categories that are eligible for additional points. A purchase with a merchant will not earn additional points if the merchant's code is not included in an additional points category. You may not receive additional points if we receive inaccurate information or are otherwise unable to identify your purchase as eligible for an additional points category. For example, you may not receive additional points when:

- a merchant uses a third-party to sell their products or services; or
- a merchant uses a third-party to process or submit your transaction to us (e.g., using mobile or wireless card readers); or
- you choose to make a purchase using a third-party payment account or make a purchase using a mobile or digital wallet.

For questions about additional points on a purchase, call the number on the back of your Card. Please visit americanexpress.com/rewards-info for more information about rewards."

C. Effective Immediately, the fifth sentence in the *Sending a Claim Notice* paragraph in the *Claims Resolution* subsection and the *Claims Resolution for Military Lending Act (MLA) Covered Borrowers* subsection under the *Arbitration* section is deleted and replaced with:

Sending a Claim Notice

"Notice to us must include your name, address and Account number and be sent to American Express ADR c/o CT Corporation System, 28 Liberty Street, New York, New York 10005."

Important Notices continued on next page.

DIANA THEODORE

Closing Date 08/27/20

Account Ending

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IMPORTANT NOTICES continued**EFT Error Resolution Notice**

In Case of Errors or Questions About Your Electronic Transfers Telephone us at 1-800-IPAY-AXP for Pay By Phone questions, at 1-800-528-2122 for Pay By Computer questions, and at 1-800-528-4800 for AutoPay. You may also write us at American Express, Electronic Funds Services, P.O. Box 981531, El Paso TX 79998-1531, or contact online at www.americanexpress.com/inquirycenter as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

1. Tell us your name and account number (if any).
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will credit your account for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.

End of Important Notices.



Platinum Card®



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DIANA THEODORE
Closing Date 08/27/20

Account Ending ■■■ 2000



When you have a Pay Over Time and/or Cash Advance balance, your statement provides the following information:

1	New Balance	\$3,2
2	Minimum Payment Due	\$5
3	Payment Due Date	12/
visit americanexpress.com/rewardsinfo		
4	Account Summary	
5	How We Calculate Your Balance: We use the Average Daily Balan	
6	New Charges	
	Summary	
7	Interest Charged	
8	2020 Fees and Interest Totals Year-to-Date	
9	Interest Charge Calculation	
	Your Annual Percentage Rate (APR) is the annual interest rate on your acc	
10	Information on Pay Over Time and Purchasing Options	

- 1 Total amount owed at the end of the billing period.
- 2 Minimum amount you need to pay by the Payment Due Date to keep your account current. Includes the Pay in Full New Balance plus the Pay Over Time and/or Cash Advance Minimum Due and Plan Payment Due.
- 3 To avoid a late fee, pay at least your Minimum Payment Due by the Payment Due Date.
- 4 Summary of your Pay In Full, Pay Over Time and/or Cash Advance, and Plan It activity, including payments and credits, interest charged, and fees.
- 5 An explanation of how interest is assessed on your Pay Over Time and/or Cash Advance balances.
- 6 A summary of your Pay in Full, Pay Over Time and Plan balances. Also includes a list of all transactions made to your account in the current billing period. Pay Over Time charges and/or Cash Advances are marked with a ♦ symbol. Planned charges are marked with a 📅 symbol.
- 7 Amount of interest, if any, charged during the current billing period on your Pay Over Time and/or Cash Advance balance.
- 8 Total amount of fees and interest charged to your account this year.
- 9 Your Pay Over Time and/or Cash Advance Annual Percentage Rates (APRs), the amount you have chosen to Pay Over Time and/or the amount of your Cash Advances, and the interest charged on those balances.
- 10 Details about your Pay Over Time feature, including your Pay Over Time Limit.

*Note, for accounts with an active plan balance, the term Adjusted Balance will also appear. This includes your Pay In Full New Balance, Pay Over Time and/or Cash Advance New Balance, and Plan Payment Due.

For more details about Pay Over Time, please visit americanexpress.com/payovertimeinfo

American Express®
Cards Warmly
Welcomed

BASEBALLEXPRESS.COM

For 30 years we've brought baseball to life. The gear you need from brands you love like Rawlings, Wilson and Easton! Visit us on-line today!

SWISSWATCHEXPO.COM

Online retailer of pre-owned luxury watches specializing in brands like Rolex, Cartier, Omega, Patek Philippe and Breitling. Atlanta Showroom.

If there are other places where you would like to see the Card accepted, please call the Customer Care number that is located on Page 1 of your statement or the number that is on the back of your Card.

EXHIBIT D

**Platinum Card®**

DIANA THEODORE
Closing Date 07/27/23
Account Ending [REDACTED] 2000



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Customer Care: 1-800-525-3355
TTY: Use Relay 711
Website: americanexpress.com

New Balance **\$12,428.09**
Minimum Payment Due **\$564.18**
Payment Due Date **08/21/23**

Late Payment Warning: If we do not receive your Minimum Payment Due by the Payment Due Date of 08/21/23, you may have to pay a late fee of up to \$40.00 and your Pay Over Time APR may be increased to the Penalty APR of 29.99%.

Minimum Payment Warning: If you have a Pay Over Time and/or Cash Advance balance and you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges and each month you pay...	You will pay off the balance shown on this statement in about...	And you will pay an estimated total of...
Only the Minimum Payment Due	23 years	\$34,573

If you would like information about credit counseling services, call 1-888-733-4139.

- ➔ See page 2 for important information about your account.
- ➔ Please refer to the **IMPORTANT NOTICES** section to find your Renewal Notice on your Membership, which renews next month, and to find any other communications on **pages 7 - 8**.
- ➔ For more information on your Pay Over Time Limit and your purchasing options, please see **page 5**.
- ⓘ Your billing inquiry is under investigation. **No payment on the amount under review of \$111.69 is required at this time.** To view the status of your investigation, please visit us at americanexpress.com/inquirycenter.

Continued on page 3

↓ Please fold on the perforation below, detach and return with your payment ↓



Payment Coupon
Do not staple or use paper clips



Pay by Computer
americanexpress.com/pbc



Pay by Phone
1-800-472-9297

Account Ending [REDACTED] 2000

Enter 15 digit account # on all payments.
Make check payable to American Express.

DIANA THEODORE
[REDACTED]

Payment Due Date
08/21/23

Minimum Payment Due
\$564.18

See reverse side for instructions on how to update your address, phone number, or email.

AMERICAN EXPRESS
[REDACTED]
[REDACTED]

\$ _____
Amount Enclosed

Exhibit D

Payments: Your payment must be sent to the payment address shown on your statement and must be received by 5 p.m. local time at that address to be credited as of the day it is received. Payments we receive after 5 p.m. will not be credited to your Account until the next day. Payments must also: (1) include the remittance coupon from your statement; (2) be made with a single check drawn on a US bank and payable in US dollars, or with a negotiable instrument payable in US dollars and clearable through the US banking system; and (3) include your Account number. If your payment does not meet all of the above requirements, crediting may be delayed and you may incur late payment fees and additional interest charges. Electronic payments must be made through an electronic payment method payable in US dollars and clearable through the US banking system. Please do not send post-dated checks as they will be deposited upon receipt. Any restrictive language on a payment we accept will have no effect on us without our express prior written approval. We will re-present to your financial institution any payment that is returned unpaid.

Permission for Electronic Withdrawal: (1) When you send a check for payment, you give us permission to electronically withdraw your payment from your deposit or other asset account. We will process checks electronically by transmitting the amount of the check, routing number, account number and check serial number to your financial institution, unless the check is not processable electronically or a less costly process is available. When we process your check electronically, your payment may be withdrawn from your deposit or other asset account as soon as the same day we receive your check, and you will not receive that cancelled check with your financial account statement. If we cannot collect the funds electronically we may issue a draft against your deposit or other asset account for the amount of the check. (2) By using Pay By Computer, Pay By Phone or any other electronic payment service of ours, you give us permission to electronically withdraw funds from the deposit or other asset account you specify in the amount you request. Payments using such services of ours received after 8:00 p.m. MST may not be credited until the next day.

How We Calculate Your Balance: We use the Average Daily Balance (ADB) method (including new transactions) to calculate the balance on which we charge interest for Pay Over Time and/or Cash Advance balances on your Account. Call the Customer Care number on page 3 for more information about this balance computation method and how resulting interest charges are determined. *The method we use to figure the ADB and interest results in daily compounding of interest.*

Paying Interest: Your due date is at least 25 days after the close of each billing period. If you have Pay Over Time, we will not charge you interest on charges automatically added to a Pay Over Time balance if each month you pay your Account Total New Balance on your billing statement (or, if you have a Plan balance, your Adjusted Balance on your billing statement) by the due date. If you have Cash Advance on your Account, we will begin charging interest on cash advances on the transaction date. If you have Pay Over Time Select: we will begin charging interest on purchases added to a Pay Over Time Select balance at your request on the date that they are added to your Pay Over Time Select balance.

Foreign Currency Charges: If you make a Charge in a foreign currency, we will convert it into US dollars on the date we or our agents process it. We will choose a conversion rate that is acceptable to us for that date, unless a particular rate is required by law. The conversion rate we use is no more than the highest official rate published by a government agency or the highest interbank rate we identify from customary banking sources on the conversion date or the prior business day. This rate may differ from rates in effect on the date of your charge. Charges converted by establishments will

be billed at the rates such establishments use.

Credit Balance: A credit balance (designated CR) shown on this statement represents money owed to you. If within the six-month period following the date of the first statement indicating the credit balance you do not request a refund or charge enough to use up the credit balance, we will send you a check for the credit balance within 30 days if the amount is \$1.00 or more.

Credit Reporting: We may report information about your Account to credit bureaus. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report.

What To Do If You Think You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at:

American Express, PO Box 981535, El Paso TX 79998-1535

You may also contact us on the Web: www.americanexpress.com

In your letter, give us the following information:

- **Account information:** Your name and account number.

- **Dollar amount:** The dollar amount of the suspected error.

- **Description of Problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.

You must notify us of any potential errors in writing [or electronically]. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.

- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.

- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.

- We can apply any unpaid amount against your credit limit.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these is necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)

2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.

3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing or electronically at:

American Express, PO Box 981535, El Paso TX 79998-1535

www.americanexpress.com

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

Change of Address, phone number, email

- Online at www.americanexpress.com/updatecontactinfo
- Via mobile device
- Voice automated: call the number on the back of your card
- For name, company name, and foreign address or phone changes, please call Customer Care

Please do not add any written communication or address change on this stub

Pay Your Bill with AutoPay

Deduct your payment from your bank account automatically each month.

- Avoid late fees
- Save time

Visit americanexpress.com/autopay today to enroll.

For information on how we protect your privacy and to set your communication and privacy choices, please visit www.americanexpress.com/privacy.

**Platinum Card®**DIANA THEODORE
Closing Date 07/27/23

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Account Ending ■ 2000

**Customer Care & Billing Inquiries**
International Collect
Cash Advance at ATMs Inquiries
Large Print & Braille Statements**1-800-525-3355**
1-954-473-2123
1-800-CASH-NOW
1-800-525-3355**Hearing Impaired**Online chat at americanexpress.com or use **Relay dial 711** and **1-800-525-3355****Website:** americanexpress.com**Customer Care
& Billing Inquiries**
P.O. BOX 981535
EL PASO, TX
79998-1535**Payments**
PO BOX 60189
CITY OF INDUSTRY
CA
91716-0189**Congratulations! You saved with offers and benefits this statement period.** Please refer to the Payments and Credits section of your statement. View all available offers and benefits when you log in to your online Card account at americanexpress.com**Payments and Credits****Summary**

	Pay In Full	Pay Over Time / Cash Advance ♦	Total
Payments	-\$345.40	-\$354.60	-\$700.00
Credits			
DIANA THEODORE ■ 2000	\$0.00	-\$37.90	-\$37.90
Total Payments and Credits	-\$345.40	-\$392.50	-\$737.90

Detail

*Indicates posting date

♦ - denotes Pay Over Time and/or Cash Advance activity

Payments		Amount
07/04/23*		-\$700.00
Credits		Amount
06/27/23*		-\$8.00 ♦
06/27/23		-\$14.95 ♦
07/26/23		-\$14.95 ♦

New Charges**Summary**

	Pay In Full	Pay Over Time ♦	Total
DIANA THEODORE ■ 2000	\$72.08	\$197.53	\$269.61

Detail

♦ - denotes Pay Over Time and/or Cash Advance activity

DIANA THEODORE
Card Ending ■ 2000

		Amount
06/30/23		\$19.99

Detail Continued

◆ - denotes Pay Over Time and/or Cash Advance activity

	Amount
07/05/23	\$4.17
07/13/23	52.02 ◆
07/17/23	33.82 ◆
07/24/23	32.97
07/24/23	11.69 ◆
07/25/23	14.95

Fees

	Amount
Total Fees for this Period	\$0.00

Interest Charged

	Amount
07/27/23 Interest Charge on Pay Over Time Purchases	\$238.26
Total Interest Charged for this Period	\$238.26

About Trailing Interest

You may see interest on your next statement even if you pay the new balance in full and on time and make no new charges. This is called "trailing interest". Trailing interest is the interest charged when, for example, you didn't pay your previous balance in full. When that happens, we charge interest from the first day of the billing period until we receive your payment in full. You can avoid paying interest on purchases by paying your balance in full (or if you have a Plan balance, by paying your Adjusted Balance on your billing statement) by the due date each month. Please see the "When we charge interest" sub-section in your Cardmember Agreement for details.

2023 Fees and Interest Totals Year-to-Date

	Amount
Total Fees in 2023	\$0.00
Total Interest in 2023	\$1,028.18

Interest Charge Calculation

Days in Billing Period: 31

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

	Transactions Dated	Annual Percentage Rate	Balance Subject to Interest Rate	Interest Charge
	From	To		
Pay Over Time	05/16/2023	23.49% (v)	\$1,979.88	\$39.53

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Interest Charge Calculation Continued

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

	Transactions Dated		Annual Percentage Rate	Balance Subject to Interest Rate	Interest Charge
	From	To			
Pay Over Time	09/03/2021	05/15/2023	23.49% (v)	\$9,954.32	\$198.73
Cash Advances	05/01/2019		29.99% (v)	\$0.00	\$0.00
Total					\$238.26

(v) Variable Rate

Information on Pay Over Time and Purchasing Options**Your Card has no preset spending limit**

No preset spending limit means your spending limit is flexible. In fact, unlike a traditional credit card with a set limit, the amount you can spend adapts based on factors such as your purchase, payment, and credit history. If you're ever unsure if a large purchase will be approved, you can use the Check Spending Power tool in your online account or mobile app. Please note that in a small number of cases, we may assign a specific spending limit to a Card Member's account due to a variety of factors such as the Card Member's credit score, past due payments with us or other creditors, or high balances on revolving credit accounts.

Pay Over Time Limit: \$12,000.00

The total of your Pay Over Time and/or Cash Advance balance and Plan balance cannot exceed your Pay Over Time Limit. No charge will be added to a Pay Over Time balance if it would cause the total of your Pay Over Time, Cash Advance, and Plan balances to go over your Pay Over Time Limit. **This is not a spend limit.** We may approve or decline a charge regardless of whether your Card account balance exceeds or does not exceed your Pay Over Time Limit.

Available Pay Over Time Limit

Your Available Pay Over Time Limit is accurate as of your statement date. This Limit is the remaining amount that you can add to the total of your Pay Over Time, Cash Advance, and/or Plan balances. Remember that you can continue to create plans for purchases that are currently in your Pay Over Time balance even if you have reached your Pay Over Time Limit. Your total Cash Advance balance is subject to your Cash Advance Limit, which you can find in your Cardmember Agreement. If you have a preset spending limit on your account that is less than your Pay Over Time Limit, you may not be able to use your Available Pay Over Time Limit.



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Account Ending 2000**IMPORTANT NOTICES****Renewal Notice**

Your Account renews next month. The following terms will be in effect when your Account renews, unless we tell you otherwise. **Please refer to Page 2 for more information about your Account, including How We Calculate Your Balance and Paying Interest.**

Payment Information: All charges made on this card, that are not included in a Pay Over Time and/or Cash Advance balance, are due and payable by the Payment Due Date.

Annual Membership Fee: The annual membership fee for your Account is \$695.00. When you receive the statement in which the annual fee is billed, you can avoid paying the annual fee by calling the Customer Care phone number on page 3 to cancel your Account.

Plan Fee (Fixed Finance Charge): The Plan It feature will be in effect when your Account renews unless we tell you otherwise. Your Plan Fee for purchase amounts in a Pay Over Time balance will be a monthly fee up to 1.33% of each purchase amount moved into a plan based on the plan duration, the APR that would otherwise apply to the purchase amount, and other factors. Your Plan Fee for purchase amounts in a Pay In Full balance will be a monthly fee up to 1.33% of each purchase amount moved into a plan based on the plan duration, the APR that applies to the Pay Over Time feature at the time you create the plan, and other factors. If you have active plans, further details can be found in the Plan It section.

APR Information: The Annual Percentage Rates (APRs) for each billing period may vary based on the Prime Rate. We use the Prime Rate published in the rates section of *The Wall Street Journal* on the Closing Date of the billing period. *The Wall Street Journal* may not publish the Prime Rate on that day. If it does not, we will use the Prime Rate from the previous day it was published.

The Penalty APR may apply to a Pay Over Time Feature if you make one or more late payments or if your payment is returned. We may also consider your creditworthiness in determining whether or not to apply the penalty APR to the Pay Over Time feature(s) on your Account. If the Penalty APR is applied, it will apply for at least 6 months. We will review your Account every 6 months after the Penalty APR is applied. The Penalty APR will continue to apply until you have made timely payments with no returned payments during the 6 months being reviewed.

You may have access to one or more Pay Over Time Features on your Account. If you are enrolled in a Feature or have a Feature balance, the APRs that apply will be noted below as of the Closing Date of this statement.

(v) Indicates variable rate

* Indicates variable penalty APR will not exceed 29.99%

Pay Over Time

Rate Description	Transactions Dated		Prime + Margin	APR
	From	To		
Standard	05/16/2023		Prime + 14.99%	23.49% (v)
Standard	09/03/2021	05/15/2023	Prime + 14.99%	23.49% (v)
Penalty	05/16/2023		Prime + 26.74%*	29.99% (v)*
Penalty	09/03/2021	05/15/2023	Prime + 26.74%*	29.99% (v)*

Cash Advances

Rate Description	Transactions Dated		Prime + Margin	APR
	From	To		
Standard	05/01/2019		Prime + 21.99%	29.99% (v)

For Pay Over Time, you have a pending change in terms to your Standard purchase APR to 29.24% (v) which is effective on July 28, 2023.

For Pay Over Time Select you have a pending change in terms to your Standard purchase APR to 29.24% (v) which is effective on July 28, 2023.

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Account Ending [REDACTED] 2000**IMPORTANT NOTICES continued****EFT Error Resolution Notice**

In Case of Errors or Questions About Your Electronic Transfers Telephone us at 1-800-IPAY-AXP for Pay By Phone questions, at 1-800-528-2122 for Pay By Computer questions, and at 1-800-528-4800 for AutoPay. You may also write us at American Express, Electronic Funds Services, P.O. Box 981531, El Paso TX 79998-1531, or contact online at www.americanexpress.com/inquirycenter as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

1. Tell us your name and account number (if any).
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will credit your account for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.

Your Cardmember Agreement

To access the most up to date version of your Cardmember Agreement, please log in to your Account at www.americanexpress.com.

**Platinum Card®**

DIANA THEODORE
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American Express® High Yield Savings Account

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wholesaleflights.com

If there are other places where you would like to see the Card accepted, please call the Customer Care number that is located on Page 1 of your statement or the number that is on the back of your Card.

